

SERIAL 11018 IGA GENERAL MAINTENANCE AND REPAIR SERVICES

DATE OF LAST REVISION: May 20, 2011

CONTRACT END DATE: June 30, 2011

**CONTRACT PERIOD BEGINNING JANUARY 10, 2009
ENDING ~~MAY 11~~ JUNE 30, 2011**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for GENERAL MAINTENANCE AND REPAIR SERVICES

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Arizona State Procurement Contract EPS060026-A1.. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 9100601

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

Contract

Solicitation # EPS060026-A1

Document Information

Type:	Supplier	Amendment:	Yes	Amend #:	6
Requisition #:	ADSM-6GNK9R	Solicitation #:	EPS060026-A1	Contract #:	EPS060026-5-A6
PO Assigned:	Don Ellwanger/ADSM-5KAM9N	Date Completed:	05/04/2009		
PM Assigned:	James Scarboro/ADSM-5KAM9N	PA Assigned:	James Scarboro/ADSM-5KAM9N		
Supplier Name:	Diamond Ridge Development Corporation	Proposal #:	ADSM-6MB26D		
Gov't Entity:	Arizona State Procurement Office	Type:	Statewide		
Process Status:	Complete	Status:	Complete		
Total/Not to Exceed	0	External Contract:			
Cost:					

Contract Information

NOTE: As a State Agency, you are only allowed to use contracts that are either Statewide Contracts or contracts that are assigned to your Agency. You are not allowed to use other Agency Contracts.

Start Date:	1/10/09	End Date:	7/9/09
Term:	6 Month(s)	FOB:	Dest
Payment Terms:	Net 30	Delivery:	10A.R.O. Days
Contract Extension Allowed		Max Extension:	4 Year(s)

Amendment Information

AMENDMENT NO. 6:

This Contract's Special Terms and Conditions are hereby amended as follows:

6.A DELETE "Eligible Agencies (Statewide)" in its entirety; and, in lieu thereof,

6.B SUBSTITUTE the following:

"Eligible Agencies (Statewide). This contract is available for the use of and, therefore, may be used by all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes 41-2632."

All other terms and conditions set forth in this Contract not amended hereby shall remain unchanged and in full force and effect.

Contract Reassignment

N/A

Contractor Amendment Approval

Contract Amendment approved by Jeff Green/000003955 (5/4/09 8:33:13)

Solicitation Information

Title: Maintenance and Repair Contract Type: RFP

Description:

In accordance to provisions of the Arizona Procurement Code, ARS 41-2501 et seq., the State of Arizona, Enterprise Procurement Services Division intends to establish a contract for General Maintenance & Repair (Under \$250,000.00) through the Arizona Department of Administration, in accordance with the terms and conditions and specifications contained herein. A pre-proposal conference will be held February 22, 2006 at the Arizona Department of Administration, Enterprise Procurement Services Conference Room, 100 N. 15th Avenue Suite 104 Phoenix, AZ. 85015. The meeting will begin promptly at 9AM and attendance will be taken. For questions relating to the solicitation, please contact Mary Hammer at (602) 542-2091 or via email at mary.hammer@azdoa.gov. For questions relating to the State's SPIRIT Automated eProcurement System, please contact the help desk at (602) 542-7600.

Contract

Solicitation # EPS060026–A1

Special Instructions

Capacity of Offeror

Offerors shall provide an electronic document or file entitled EPS060026 – [Offeror Name], Capacity of Offeror.' Multiple documents may be provided in a single file so long as this file is named in accordance with the aforementioned format and each of the included documents are similarly labeled – differing only to indicate their respective contents. Offerors shall include in this document evidence of their ability to provide all services and/or supplies sought under this solicitation. In this section, the Special Instructions to Offerors, the solicitation provides instructions for the types of information the State seeks in determining offerors capacity to perform. Offerors shall include in this section their responses to each of the following items.

IDENTITY AND ORGANIZATION

Offerors shall describe their total organization, including any parent companies, subsidiaries, affiliates, and other related entities. Offerors shall describe the ownership structure including any significant or controlling equity holders. Offerors shall provide an organizational chart for their overall organization showing each entity within the organization. Offerors comprised of multiple organizations or alliances shall identify all entities to be providing supplies and/or services to the State – see also the State's prohibition on offshore work performance cited hereunder. Offerors shall clarify the respective duties and roles of all associated organizations that would support the State, with percentages and areas of responsibilities allocated across all such organizations. Offerors composed of multiple organizations shall identify a single or lead organization, including a contact person therein, who will be responsible for all communications with the State throughout the solicitation process.

EXPERIENCE

Offerors shall describe their experience including the number of years of experience acting as a prime contractor to the services described in their proposal.

REFERENCES

Offerors shall provide at a minimum Three(3) customer references, at least two (2) of which should be for government clients. Reference information should include the following data: 1) client name, 2) contract title or contract reference number, 3) primary contact, title and telephone number, 4) contract dates, 5) contract amount, 6) type of contract – public or private sector, 7) length of relationship with Client, and 8) description of innovative solutions implemented to meet customer needs and email address.

KEY PERSONNEL

Offerors shall provide the names of all key personnel, including any contract officers and/or account representatives, program and project managers, and relevant staff that would be providing services to the State under any resulting contract. Information provided on such individuals shall include: 1) name, 2) proposed responsibilities, 3) telephone number, 4) e-mail Address, 5) qualifications, 6) experience, and an organizational chart detailing where all such individuals relate to one-another organizationally and to the State with regard to the services proposed. Offerors shall describe their customary selection and replacement procedures for all key personnel and relevant staff. Offerors shall clarify their intent to maintain the quantities and quality of all such key personnel and relevant staff positions throughout the term of any resulting contract.

SUBCONTRACTORS

A single offeror shall manage the submission of materials composing their respective proposal. A single contractor shall manage all services provided under any resulting contract. Offerors may anticipate the use of subcontractors in their proposal but shall not relegate to anticipated subcontractors any responsibility or authority with regard to their proposal as described herein. Offerors shall include information on all anticipated subcontractors that would provide a significant portion (20% or greater) of service to the State under any resulting contract.

Clarifications

Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the offerors the opportunity to alter or change its proposal.

Conformance with Terms and Conditions

Offerors shall provide an electronic document or file entitled 'EPS060026' [Offeror Name], Conformance with Terms and Conditions. Multiple documents may be provided in a single file so long as this file is named in accordance with the aforementioned format and each of the included documents are similarly labeled differing only to indicate their respective contents. Offerors shall include in this document their response to all portions of the solicitation's Uniform Terms and Conditions and Special Terms and Conditions. Offerors shall clearly state their understanding and acceptance of all Uniform and Special Terms and Conditions, noting any exceptions they take, either within the text of the Uniform and Special Terms and Conditions or in a sub-section of such exceptions. Offerors taking exceptions may propose alternate language for the State's consideration. Exceptions taken to the Uniform and Special Terms and Conditions may negatively effect the State's evaluation of the offerors proposals.

Decision

A recommendation for award to a pool of contractors will be made by the selection committee to the Procurement Officer; whose decision will be final. If circumstances prevent full execution of the contract, the offeror shall be removed from the awarded pool of contractors. Multiple awards will be made to the responsible offeror(s) whose offer(s) are determined to be the most advantageous to the State.

Definition

'May' denotes the permissive

'Shall' denotes the imperative

'Must' denotes the imperative

Discounts

A primary objective of this solicitation is to aggregate the leveraged buying power of the state with local governments and others authorized by law to use state contracts. Offerors shall consider this objective in the development of pricing offered.

Offerors shall offer % discount from RSMeans pricing (most recent price book). Discount % shall be as stated on submitted price sheet and shown in detail on the work estimate provided from the contractor to the agency.

Discussions

In accordance with A.R.S. 41-2534, after the initial receipt of proposals, the State may conduct discussions with those offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.

Electronic Documents

This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Uniform Instructions to Offerors, offerors are responsible for clearly identifying any and all changes or modifications to any solicitations document upon submission to the State.

Eligible Agencies (Statewide)

Any contract resulting from this solicitation shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2632.

Estimated Quantities (Considerable)

The state anticipates considerable activity under contract(s) awarded as a result of this solicitation, however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by the contractor.

Evaluation

In accordance with the Arizona Procurement Code 41-2534, Competitive Sealed Proposals, awards shall be made to the responsible offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed. The evaluation factors are listed in their relative order of importance.

1. Demonstrated expertise, qualifications, and experience
2. Contractor Support
3. Cost
4. Conformance to Terms & Conditions and to Scope of Work

Inclusive Offeror(s)

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of deliveries made under any subsequent contract. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

Information to be Furnished with Offer

The offeror must submit the following items:

Offerors shall provide an electronic document or file entitled EPS060026 – [Offeror Name], Capacity of Offeror.

Offerors shall include evidence of their ability to provide all and or some of the services and/or supplies sought under this solicitation (specify which services you can provide).

Offerors shall include evidence of geographic locations they will provide service to within the State of Arizona.

Offerors shall include evidence of their desire and ability to provide service to Correctional facilities and/or DPS facilities.

Offerors shall Provide evidence of a minimum of three (3) years successful experience in General Maintenance & Repair (under \$100,000.00 per project).

Offerors shall Provide a clear and comprehensive to work with an approach, methodology and activities which show how your firm intends to successfully perform and complete the potential work required by this solicitation.

Offerors shall Provide evidence of having 24 hours per day communications availability will be satisfied. Include response times for Regular services, Emergency, After Hours & Saturday and Sundays & Holidays per Specifications.

Offerors shall Provide a detailed description of their firms organization/background, including qualifications, facilities/equipment available. This shall include all subcontractors.

Offerors shall Provide a staffing plan that includes the following:

Offerors shall provide the names of all key personnel, including any contract officers and/or account representatives, program and project managers, and relevant staff that would be providing services to the State under any resulting contract. Information provided on such individuals shall include: 1) name, 2) proposed responsibilities, 3) telephone number, 4) e-mail Address, 5) qualifications, 6) experience, and an organizational chart detailing where all such individuals relate to one-another organizationally and to the State with regard to the services

Offerors shall Provide a minimum of three (3) references, which provide a description of recent experience in providing services similar to those, anticipated herein.

Offerors shall Provide copies of all applicable licenses as they may apply to the requirements within this proposal (include copies of all proposed subcontractors licenses). All licenses must be current and in good standings with the Arizona Registrar of Contractors at the time solicitation is submitted.

Offerors shall provide pricing: A percentage (%) discount price offered based upon a discount from the most current recent published RSMeans price book.

Pricing used shall be Bare Cost Pricing without a city cost index adjustment.

Pricing is listed in three ways:

Percentage Discount on Materials

Percentage Discount on Equipment

Percentage Discount on Labor using Means Chart Column H.

Offer shall complete and submit with offer the questionnaire.

Introduction

Offerors shall provide an electronic document entitled EPS 060026 [Offeror Name], Introduction. In this document, offerors shall include a Cover Letter introducing their proposal and reiterating their intent to be bound by their offer for the required period. The letter should be signed by an officer of the offeror's firm who possesses expressed authority to bind the offeror. Electronic signatures are acceptable. The State may request proof of the officer's expressed authority. Offerors shall also include a brief Executive Summary, not to exceed five (5) pages in length. For individual, stylistic variations and organizational purposes, offerors may have additional items in this section, so long as these minimum items are included.

Multiple Awards

The services best responding to the requirements of the RFP will be identified, and multiple awards will be made where in the best interests of the State. This will be done in order to provide a broad range of types and quality service, with adequate contractor support.

Offerors Responsibility

The offeror is cautioned that it is the offerors sole responsibility to submit information related to the evaluation categories and that the State of Arizona is under no obligation to solicit such information if it is not included with the offerors proposal.

Failure by the offeror to submit such information may cause an adverse impact on the evaluation of the offerors proposal.

Offshore Performance of Work

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

Performance Bond

The State may request a contractor be required to furnish an irrevocable security bond on a project by project basis. If requested the amount of the bond will be 100% of the total Project price payable to the State of Arizona, binding the contractor to provide faithful performance of the contract.

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the state within five(5) calendar days from receipt of notice of award. If the contractor fails to execute the security document, as required, the contractor may be found in default and contract terminated by the state. In case of default, the state reserves all rights to recover as provided by law.

All performance bonds must be executed on forms substantially equivalent to the form included with this solicitation.

Proposal Content

The offeror must make a firm commitment to provide services as required and proposed. The material contained in your proposal should be relevant to the service requirements stated in the solicitation and submitted in a sequence that reflects the scope of work portion of this document and information relevant to the designated evaluation criteria as stated herein. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. Although information concerning each of the following areas will be covered in the Questionnaire that the Offeror is required to complete, the Offeror should insure that its proposal contains information relevant to each of the following:

1. Experience, Expertise, Areas of past performance (Offeror & key personnel)

a. The Offeror's proposal should include relevant information that demonstrates the Offeror's working knowledge in order to successfully perform the range of services required in this solicitation.

b. The Offeror may wish to submit samples of audit reports or similar documents completed by each of the designated key personnel that reflect their knowledge level.

2. The offeror should provide a resume, evidence of certification, and data related to previous work assignments as may relate to this RFP for each of the key personnel to be assigned to the project.

3. The Offeror is required to provide key personnel who are have the experience, training, expertise, and certifications necessary to provide the range of services specified in this solicitation. The key personnel are to be classified as employees with the understanding that employees shall mean those individuals required by law to have I.R.S. forms completed and filed who are considered to be a permanent employee of the contractor's organization, whether full or part-time status.

4. Provide a minimum of four (4) verifiable professional references that are able to comment on their experience in working with your firm and key personnel on projects of a similar nature to those required in this solicitation.

5. In the event that Subcontractors are utilized to provide any service outlined in this solicitation, the offeror should include the following information regarding subcontractors:

- a. name of the firm and individual(s) who will provide direct services
- b. the anticipated number of hours the individual will be utilized during a work week
- c. a commitment statement from the firm and designated individual(s) who will provide service
- d. individual(s) area of responsibilities under a resultant contract.

6. Questionnaire: The Offeror should provide a detailed response to each question in a complete and straightforward manner.

7. Cost: The Offeror is directed to complete the Pricing Sheet portion of this solicitation with the understanding that the rates provided by the Offeror are considered all-inclusive with the exception of reimbursement for approved travel related costs as specified in the Special Terms and Conditions portion of this solicitation.

Proposals: SPIRIT Submission Requirement

In accordance with the Uniform Instructions 3.1, Forms: No Facsimile, Telegraphic or Electronic Mail Offers; proposals to this solicitation shall be submitted in an acceptable electronic format, as described herein, using the State's online eProcurement application SPIRIT. Submission of offers by means other than the SPIRIT system will not be accepted. Potential offerors with

questions in this regard shall contact the State Procurement Office prior to the solicitations due date and time.

Quality

All products and service shall be of number one quality.

Questionnaire Section

Offeror(s) should complete the entire questionnaire section of the Request for Proposal. The offerors responses should be in the form of a brief written narrative demonstrating the Offerors ability to satisfy the Scope of Work. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The use of technical language should be minimized and used only to describe a technical process.

References

Offeror(s) should submit a list of three business references including business name, address, contact name, telephone numbers and email address in the appropriate area of the solicitation. In-state and/or government references are preferred. Failure to submit this information with the bid may result in the bid being considered non responsive.

Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the State at least seven (7) days prior to the proposal's due date. Protests based on any omission or error, or on the content of the solicitation, may be disallowed if these faults have not been previously brought to the attention of the State as required herein.

In the event of a contract awarded, no plea of ignorance of conditions that exist, or may hereafter exist, or of difficulties that may be encountered in the provision of services under the contract will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.

Security Clearance

A security clearance shall be required of the contractor and of all employees of the contractor or subcontractor who will have access to the specific facilities or operations to DOC, ADJC, DPS and others as may be required within the future.

Specification

The specifications/scope of work list the minimum acceptable requirements; however, it is required that the offeror shall enter the exact services of the unit in the space provided. This shall be considered a mandatory requirement of the solicitation.

Failure to furnish all information shall warrant the bid incomplete and will not be considered for award.

STATE AGENCY POLICIES AND PROCEDURES

State Agency policies and procedures are available upon request.

State of Arizona Purchasing Card (P Card) Program Option

The State of Arizona has implemented a purchasing card program. Participating contractors may receive payments from State agencies via this purchasing card program in the same manner as other credit card type purchases. Offeror(s) should consult with their servicing bank to discuss this program and all applicable fees.

Those electing to participate in the State of Arizona purchasing card program shall affirm by entering Yes in the appropriate solicitation questionnaire section entitled State of Arizona Purchasing Card (P Card) Program.

Additionally, knowing that the utilization of the purchasing card program should result in lower administrative costs for both the supplier as well as the state we also request that the bidder(s) offer any additional discount (percent %) from list price for those eligible agencies who may implement this option. Those offering the additional discount (percent %) from list price shall do so by completing the solicitation questionnaire section entitled State of Arizona Purchasing Card (P Card) Program. Participation is optional, therefore will not be used in the State bid evaluation process.

Subcontractors

Supplemental to the Subcontractor provision in the Uniform Instructions, offerors shall include with their list of proposed subcontractors, their contact information, certifications required of them, their Minority and Women Owned Enterprise status (cite any certifications use in determining such status) as well as the subcontractor's proposed responsibilities under the offeror's proposal. If the proposed subcontractors are revised, notification must first be given to and approved by the appropriate procurement officer prior to the commencement of any work.

UL Approval

Underwriters Laboratories approval classification cards for shall be included for all products/ equipment that may be supplied under this contract.

Value In Procurement

Through the Governor's Efficiency Review initiative, Enterprise Procurement Services has established the Value in Procurement (VIP) Committee. A major initiative of the VIP Committee is to aggregate specific procurements to increase efficiency and cut costs. The VIP Committee has designated the Arizona Department of Administration agency EPS as a Strategic Contracting Center for Repair/Maintenance service under \$100,000.00. Any contracts resulting from this RFP shall become a statewide contract for use by all State agencies, and optional for cities, counties and school districts and other political subdivisions. State agencies that currently have individual contracts in place will be phased in under this contract

when their contracts expire.

Warranty

Each offer must provide a one year warranty /guarantee against defects in materials, workmanship and/or performance for all items.

Contract

Solicitation # EPS060026-A1

Special Terms and Conditions

ACCURACY OF WORK

The Contractor shall be responsible for the accuracy of the work and shall promptly make all necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the State will not relieve the Contractor of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities.

Amendments

Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the Office of the State of Arizona. Any such amendment shall specify an effective date, any increases or decreases in the amount of the contractors' compensation if applicable and entitled as an 'Amendment', and signed by the parties identified in the preceding sentence. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.

Americans With Disabilities Act of 1990

The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.

Appropriation of funds

Every payment obligation of the Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Agency at the end of the period for which funds are available. No liability shall accrue to the Agency or the State of Arizona in the event this provision is exercised, and neither the Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

Assignment

Contractor may not assign, transfer or convey any of its rights or obligations under this Contract without the written permission of the Agency.

Availability of Funds for the Next Fiscal Year

Funds are not presently available for performance under this contract beyond the current fiscal year. The State's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the State for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.

Billing

All billing notices shall include delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

Cancellation

The State reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The State will issue a written five (5) day notice of default to the Contractor for acting or failing to act as in any of the following:

The Contractor provides personnel that do not meet the requirements of the contract.

The Contractor fails to perform adequately the services required in the contract.

The Contractor attempts to impose on the State, personnel, which are of an unacceptable quality.

The Contractor fails to furnish the required product within the time stipulated in the contract.

The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the State a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within Five (5) days after receiving the notice of default, the State may cancel the contract. If the State cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State may cancel this Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

Cancellation For Possession Of Weapons On State Property

This contract may be cancelled if contractor or any subcontractors or others in the employ or under the supervision of the contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on State property. Such property includes State owned or leased office building, yards, parking lots, construction sites or State owned vehicles.

Further, if the contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by an State official to leave the State property, they are advised that failure to comply with such a request shall result in immediate cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, Criminal trespass in the third degree; classification.

Certifications

All key personnel when required shall provide evidence of their certification(s) relevant to the services provided under the contract.

CIVIL RIGHTS ASSURANCE STATEMENT

The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.

NOTE: An Assurance Statement shall be required to be signed by an individual, private organization, or institution receiving fish and wildlife conservation assistance under the following circumstances:

A. If the premises are at any time opened to the public.

B. If Hunter or Aquatic Resource Education, or any other information/education program sponsored by AGFD, is held on private property.

CIVIL RIGHTS NOTIFICATION

The State prohibits discrimination on the basis of race, color, sex, national origin, age, disability in its programs and activities. If anyone believes they have been discriminated against in any of the State programs or activities, including its employment practices, the individual may file a complaint alleging discrimination directly with the Enterprise Purchasing Services Director, 100 N. 15th Avenue, Phoenix, AZ. 85007, (602) 542-5511.

Code of Conduct

The contractor shall avoid any action that might create or result in the appearance of a) inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract; b) acted on behalf of the State without appropriate authorization; c) provided favorable or unfavorable treatment to anyone; d) made a decision on behalf of the State that exceeded its authority, could result in impartiality, or have a political consequence for the State; e) misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or, f) loss of impartiality when advising the State.

Confidential Information

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.C.R.R. R2-7-104, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in §41-2611 through §41-2616.

Confidentiality of Records

The contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained from the State or others, necessary for contract performance. The contractor shall take all reasonable steps and precautions to safeguard this

information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

Conflict of Interest

No person preparing or assisting in the preparation of specifications, plans or scopes of work shall receive any direct benefit from the utilization of those specifications, plans or scopes of work.

Contraband

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.

DEFINITION – A.R.S. § 13-2501

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

PROMOTING PRISON CONTRABAND – A.R.S. § 13-2505

1. A person, not otherwise authorized by law, commits promoting prison contraband:

A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

B. By knowingly conveying contraband to any person confined in a correctional facility; or

C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.

2. Promoting prison contraband is a Class 5 felony.

Contract

The contract between the State of Arizona and the contractor shall consist of the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by the contractor, their responses to any requests for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.

Contract Extension

The contract term is for a one (1) year period subject to additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed a total of Five years.

CONTRACT MODIFICATIONS

The State will reserve the right to modify this contract as circumstances may require without penalty to fulfill the needs of the State. The Contractor (s) will be notified prior to any changes in the contract. All contract modifications must be in writing.

Contract Problems or Changes

If at anytime during the course of the contract the Department makes the supplier aware of any problems with their products and or services, the supplier shall take immediate action to investigate the cause and to develop a solution. Non-response or an untimely response can be grounds for non-use, contract suspension, or contract cancellation

No change to this contract or any item supplied under this contract is allowed without the expressed written authorization of the Department Procurement Contract Management Specialist. The Department will be the sole authority as to how the proposed change, modification or substitutions is evaluated and whether it is turned down, accepted or accepted conditionally.

The supplier shall use the quarterly customer service visits to help prevent problems before they occur.

Contract Termination

Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract at any time without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

Termination for Default. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

Contract Type (as Needed)

The contract shall be on an as needed, if needed basis.

Defective Products

All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the vendor. All replacement products must be received by the state within seven (7) days of initial notification to the contractor.

Eligible Agencies (Statewide)

This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, Enterprise Procurement Services as required by Arizona Revised Statutes 41-2632.

EMPLOYEES

The Contractor shall provide mentally alert, physically fit, adequately trained, experienced, responsible, and qualified adult personnel to perform the required contracted services in a safe, orderly, and timely manner. The State may require that the Contractor remove from the job any employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the State.

Employees, while on duty, shall be appropriately dressed in clothing/uniform and may be required to wear an identification-patch.

Only employees of the Contractor designated with an identification patch/uniform will be allowed in the work locations during working hours. Visitors, wives, husbands, or children of the Contractor or Contractor's employees will not be allowed in the work location.

The Contractor is required to remove any litter associated with Contractor or Contractor's crew, (i.e. trash produced by employees on their break times).

EPA Energy Star Products

HB 2324, Chapter 114, A.R.S. 34–451 requires that the State of Arizona purchase Energy Star products or products certified by the Federal Energy Management Program as energy efficient for all product classifications available. If an Energy Star product or certified product is available, documentation of the Energy Star status or certification must be submitted with the offer. Failure to submit the required documentation may deem the offer as non-responsive.

Estimated Quantities (Considerable)

The state anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.

Evaluation Criteria

Evaluation criteria are listed in the relative order of importance. The awards will be made to the responsible offerors whose proposal is determined to be the most advantageous to the State based on the following criteria:

1. The demonstrated ability of the proposed Contractor to successfully perform the work.
2. Cost.
3. The satisfaction of the Contractor's references as evidenced in the fax survey on the next two pages.
4. Overall Quality of Submittal and Conformance with Requirements

Federal Immigration and Nationality Act 2

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

FEDERALLY REQUIRED TERMS

The following terms are required for federally funded project requirements. These terms may be waived for non-federally funded project requirements upon written request from the Contractor:

1.) Employment of Federal Highway Administration and State's Personnel

The Contractor shall not employ any person or persons in the employ of the Federal Highway Administration or of the State of Arizona or any of its boards, agencies, or commissions, for any work required by the terms of this Contract, without prior written permission of the Federal Highway Administration or of the State.

2.) Civil Rights

The Contractor is required to comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, Title 49, Code of Federal Regulations, Part 21 through Appendix H and Title 23, CFR 710.405(b) are made applicable by reference and are hereinafter considered part of this contract.

The Contractor is required to comply with the provisions of Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this contract.

3.) Affirmative Action

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment or services under the terms of this contract:

Include qualified small, minority and women-owned businesses on solicitation lists.

Assure that small, minority and women-owned businesses are solicited whenever they are potential sources.

When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, minority and women-owned business participation.

Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority and women-owned businesses.

4.) Energy Conservation

Contractor is required to comply with mandatory standards and policies, as applicable relating to energy efficiency which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

5.) Environmental Protection (This clause is applicable if this contract exceeds \$100,000.00.)

Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grant or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the U.S.E.P.A. Assistant Administrator Enforcement (EN-329).

6.) Subcontracts

The contractor agrees to insert in all subcontracts the clauses hereof entitled 'Civil Rights,' 'Affirmative Action' and 'Anti-Lobbying.' Contractor further agrees to insert in any subcontract exceeding \$100,000.00 the clause hereof entitled 'Environmental Protection.'

7.) Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

The Contractor agrees to require all lower tier subcontractors who have agreement exceeding \$100,000.00 to complete the Certification for Federal-aid Contracts (ECS Form 90-1) and, when appropriate, the Disclosure of Lobbying Activities (ECS Form 90-3) prior to execution of the prime Contractor's agreement with the Department. Lower tier certifications are to be maintained by the Contractor.

FIRE SUPPRESSION AND FIRE PRECAUTION REQUIREMENTS

The following fire suppression and fire precaution requirements are a part of this solicitation and any resultant contract.

Fire Suppression: All fires shall be reported to local officials as soon as possible. Even though the Contractors crew may have suppressed the fire, this report is required. The Contractor shall indicate all fire suppression activity to the appropriate person(s) within 30 minutes of the incident.

At the request of the contracting agency, the Contractor may be responsible for providing and paying for a fire suppression crew at the project work site(s). This requirement will be at the discretion of the appropriate state agency personnel.

Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

INCLUSIVE OFFEROR

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of Administrative or Billing needs. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

INDEMNITY

The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

If the Contractor is the State of Arizona, its departments, agencies, boards and commissions, then the above shall not apply.

Independent Contractor

This contract is for the contractor to provide work under a service agreement with the State and not as an employee or agent of the State. The contractor is solely and exclusively responsible, legally and financially, for wages, per diem, taxes, Social Security payments, health benefits, insurance, bonds, Workmen's Compensation costs, and any other fees or expenses the contractor may be required to pay in his/her normal course of business.

INSPECTION, ACCEPTANCE AND REWORK

The State Project Manager will conduct the following inspections:

Compliance Inspections. While work is being performed, the State shall perform periodic inspections of the project work sites, without prior notice to the Contractor, and conduct on-site meetings with the Contractor to ascertain the Contractor's compliance with contract requirements and determine if corrective rework is required.

Insurance – Standard Service Contract

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as 'Indemnitee') from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as 'Claims') for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

Products Completed Operations Aggregate \$2,000,000

Personal and Advertising Injury \$1,000,000

Blanket Contractual Liability Written and Oral \$1,000,000

Fire Legal Liability \$50,000

The policy shall be endorsed to include the following additional insured language: 'The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.'

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

AUTOMOBILE LIABILITY

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: 'The State of Arizona, its departments,

agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.'

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation Statutory Employers' Liability

Each Accident \$1,000,000

Disease Each Employee \$1,000,000

Disease Policy Limit \$1,000,000

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

UMBRELLA/EXCESS LIABILITY in the minimum amount of \$10,000,000 excess of Commercial General Liability, Automobile Liability and Employers' Liability.

The policy shall be endorsed to include the following additional insured language: 'The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.'

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

FIDELITY BOND OR CRIME INSURANCE in the minimum amount of \$2,000,000.

The bond or policy shall include coverage for third party fidelity.

The bond or policy shall include coverage for theft and mysterious disappearance.

The bond or policy shall contain no requirement for arrest and conviction.

The bond or policy shall cover loss outside the premises of the Named Insured.

PROPERTY COVERAGE to insure property under the care custody and control of the Contractor or it's this contract for full replacement value on an all risk basis.

BUILDERS RISK to insure all equipment and installations under this contract.

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (60) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name &Address) and shall be sent by certified mail, return receipt requested.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an 'A.M. Best' rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

New Equipment

All equipment, materials, parts and other components incorporated in the work or an item covered by this contract shall be new, of the latest model and of the most suitable grade for the purpose intended. Any and all work under this contract shall be performed in a skilled and workmanlike manner.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

Ownership

All deliverables and/or other products of the contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by the contractor in performance of the contract) shall be the sole, absolute and exclusive property of the State of Arizona, free from any claim or retention of right on the part of the contractor, its agents, sub-contractors, officers or employees.

Payment

The contractor shall submit to the issuing agency, after completion of the task or combination of tasks listed by the issuing agency. Each task order, a statement of charges for the work completed under that task order, in conformance with the pricing schedule of this contract, the issuing agency shall process the claim for prompt payment in accordance with the standard operating procedures of the state.

Payment Bond

The individual project manager shall determine if a Payment bond is required on a per project basis. If it is determined that a payment bond is required, the contractor shall be required to furnish a non-revocable security for the protection of all persons supplying labor and material to the contractor or any subcontractor for the performance of any work related to the specific project under this contract. Payment security shall be in the amount of %100 of the project and payable to the State of Arizona.

Performance Bond

If determined necessary for a specific project, the contractor shall be required to furnish an irrevocable security in the amount of %100 of a specific project payable to the State of Arizona, binding the contractor to provide faithful performance of the contract.

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the state within five (5) calendar days from receipt of notice of award of a specific project. If the contractor fails to execute the security document, as required, the contractor may be found in default and contract terminated by the state. In case of default, the state reserves all rights to recover as provided by law.

All performance bonds must be executed on forms substantially equivalent to SPO form 302 included with this solicitation.

PROJECT ADMINISTRATION

The State's Agency's Representative shall be designated at the time of each appraisal assignment. The State's Agency's Representative will provide general direction as necessary and be responsible for decisions pertaining to work under this contract.

Protection of Facilities and Grounds

The contractor shall provide the services contained herein in such a manner that does not result in damage to State and eligible using agency facilities, grounds, landscaping, utilities, or structures. In the event that damage does occur during the performance of this contract, the contractor shall repair or replace the damage at no cost to the State or eligible using

agency as specified.

Should the contractor fail or refuse to make proper repairs or replacements, the contractor shall be liable for the cost thereof which may be deducted from unpaid invoices or by any other means provided by law. Any and all equipment (containers) supplied by the contractor(s) for use by an eligible using agency shall remain the property of the contractor.

The State shall be under no obligation to the contractor in regards to any restoration or rehabilitation of the contractor's premise or property during the contract term or after the final contract expiration date.

Safety Standards

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

Security

Contractor's current and subsequent personnel, as well as those of their duly recognized subcontractors, shall comply with all applicable statutes, administrative regulation, policies, practices and procedures while providing supplies and/or services under the contract. Notwithstanding any additional security requirements in the Scope of Work, as deemed necessary by the State, certain personnel with access to sensitive information and/or infrastructure of the State or an Eligible Agency, shall be subject to background checks.

Serial Numbers

Should the contractor be required to install new equipment the contractor warrants that the original manufacturers' serial number has not been altered in any way. Throughout the contract term, the state reserves the right to reject any altered equipment.

Service Levels

The State requires the Contractor to guarantee initial service levels and guarantee that, over the term of the contract, service levels will improve commensurate with the improvement in the industry as a whole because of the implementation of efficiency enhancing hardware and software technology or operations management processes.

Should the Contractor fail to provide all required services or deliver all required service levels, as agreed upon by State and the Contractor, the State shall be entitled to invoke applicable remedies, including but not limited to, assessing liquidated damages from the Contractor to the State and declaring the Contractor in material breach.

Site Clean Up

Supplier shall be responsible for the removal of all materials, debris and residue resulting from the performance of the service. All work areas shall be maintained in a clean and orderly manner throughout each work day.

Social Responsibility of Offeror

Offerors are encouraged to make every effort to utilize subcontractors that are small, women owned and/or minority owned business enterprises. This could include, for example, subcontracts for creative development, media placement or printing services. Offerors who are offering to commit a portion of their work to such subcontractors shall do so by identifying the type of services and work to be performed by completing the solicitation questionnaire section entitled 'Social Responsibility of Offeror.'

Term of Contract (Sole Option)

The term of any resultant contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein. The contractor agrees that the State of Arizona shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods. In the event that the state exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period. The contractor shall agree that price percentage as stated in the original contract shall apply as initially quoted.

Usage Report

The contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage report shall be due at the end of each three month period of the contract term.

Warranty (12 Months)

All equipment supplied under this specification shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance by the state. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the contractor (including parts and labor) without cost to the state. The written warranty shall be included with the delivered products to the using entity.

Will Call/Ordering Support

The contractor(s) shall provide and maintain applicable toll-free telephone numbers and facsimile numbers for eligible agency use. Failure to maintain this service may be cause for cancellation of the contract.

WORK ORDERS

Please provide a copy of a sample work order you intend to use if awarded a contract under this solicitation.

Workmanship

The contractor agrees that all work shall be done by skilled and experienced technicians and shall be done in a first-class workman like manner in accordance with the equipment manufacturers recommended procedures.

Contract

Solicitation # EPS060026–A1

Uniform Instructions

1 Definition of Terms

As used in these Instructions, the terms listed below are defined as follows:

1.2 Contract

the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers, and any Solicitation Amendments or Contract Amendments and any terms applied by law.

1.3 Contract Amendment

a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 Contractor

any person who has a Contract with the State

1.5 Days

calendar days unless otherwise specified.

1.6 Exhibit

any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation

1.7 Offer

bid, proposal or quotation.

1.8 Offeror

a vendor who responds to a Solicitation.

1.9 Procurement Officer

the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 Solicitation

an Invitation for Bids ('IFB'), a Request for Proposals ('RFP'), or a Request for Quotations ('RFQ').

1.11 Solicitation Amendment

a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

1.12 Subcontract

means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.13 State

the State of Arizona and Department or Agency of the State that executes the Contract.

2 Inquiries

Inquiries

2.1 Duty to Examine

It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.

2.2 Solicitation Contact Person

Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

2.3 Submission of Inquiries

The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

2.4 Timeliness

Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5 No Right to Rely on Verbal Responses

An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the

solicitation.

2.6 Solicitation Amendments

The Solicitation shall only be modified by a Solicitation Amendment.

2.7 Pre-Offer Conference

If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

2.8 Persons With Disabilities

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3 Offer Preparation

Offer Preparation

3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers

Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicates otherwise.

3.2 Typed or Ink; Corrections

The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

3.3 Evidence of Intent to be Bound

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.

3.4 Exceptions to Terms and Conditions

All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected. [ALL]

ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.

3.5 Subcontracts

Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3.6 Cost of Offer Preparation

The State will not reimburse any Offeror the cost of responding to a Solicitation.

3.7 Solicitation Amendments

Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.

3.8 Federal Excise Tax

The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

3.9 Provision of Tax Identification Numbers

Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

3.10 Employee Identification

Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with

appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

3.11 Identification of Taxes in Offer

The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.

3.12 Disclosure

If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.13 Solicitation Order of Precedence

In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

3.13.1 Special Terms and Conditions;

3.13.2 Uniform Terms and Conditions;

3.13.3 Statement or Scope of Work;

3.13.4 Specifications;

3.13.5 Attachments;

3.13.6 Exhibits;

3.13.7 Special Instructions to Offerors;

3.13.8 Uniform Instructions to Offerors. 3.13.9 Other documents referenced or included in the Solicitation.

3.14 Delivery

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

4 Submission of Offer

Submission of Offer

4.1 Sealed Envelope or Package

Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

4.2 Offer Amendment or Withdrawal

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4.3 Public Record

All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

4.4 Non-collusion, Employment, and Services

By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

4.4.1 i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

4.4.2 ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

5 Evaluation

Evaluation

1. Demonstrated expertise, qualifications, and experience

2. Contractor Support

3. Cost

4. Conformance to Terms & Conditions and to Scope of Work

5.1 Unit Price Prevails

In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

5.2 Taxes

Arizona transaction privilege and use taxes shall not be considered for evaluation.

5.3 Late Offers

An Offer submitted after the exact Offer due date and time shall be rejected.

5.4 Disqualification

An Offeror (including any of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.

5.5 Offer Acceptance Period

An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred–twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred–twenty (120) days from the Best and Final Offer due date.

5.6 Waiver and Rejection Rights

Notwithstanding any other provision of the Solicitation, the State reserves the right to:

5.6.1 Waive any minor informality;

5.6.2 Reject any and all Offers or portions thereof; or

5.6.3 Cancel the Solicitation.

6 Award

Award

6.1 Number or Types of Awards

The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, 'all or none' Offers shall be rejected.

6.2 Contract Inception

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

6.3 Effective Date

The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7 Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

7.1 The name, address and telephone number of the protester;

7.2 The signature of the protester or its representative;

7.3 Identification of the purchasing agency and the Solicitation or Contract number;

7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

7.5 The form of relief requested.

8 Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

Contract

Solicitation # EPS060026-A1

Uniform Terms and Conditions

1 Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 Attachment

any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 Contract

the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3 Contract Amendment

a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 Contractor

any person who has a Contract with the State.

1.5 Days

calendar days unless otherwise specified

1.6 Exhibit

any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7 Gratuity

a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 Materials

all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 Procurement Officer

the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 Services

the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 Subcontract

any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 State

the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 State Fiscal Year

the period beginning with July 1 and ending June 30,

2 Contract Interpretation

Contract Interpretation

2.1 Arizona Law

The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 Implied Contract Terms

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;

2.3.2 Uniform Terms and Conditions;

2.3.3 Statement or Scope of Work;

2.3.4 Specifications;

2.3.5 Attachments;

2.3.6 Exhibits;

2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract Administration and Operation

Contract Administration and Operation.

3.1 Records

Under A.R.S. § 35–214 and § 35–215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other 'records' relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination

The Contractor shall comply with State Executive Order No. 99–4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit

Pursuant to ARS § 35–214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ('Intellectual Property'), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s).

Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

Costs and Payments

4.1 Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State Fiscal Year

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the Current State Fiscal Year

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract Changes

Contract Changes

5.1 Amendments

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

Risk and Liability

6.1 Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable

attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.'

6.3 Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41–621 and § 35–154, this section shall not apply.

6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term 'force majeure' means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions–intervention–acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified–return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

Warranties

7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination

7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

State's Contractual Remedies

8.1 Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or

remedy available to it.

8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

Contract Termination

9.1 Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

Contract

Solicitation # EPS060026-A1

Offer

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Tax Information

Arizona Transaction (Sales) Privilege Tax License No. 07580659
Federal Employer Identification No. XXXXXXXXXX

Location Information

Supplier Number: 3955
Company Name: Diamond Ridge Development Corporation
Address: P.O. Box 2662
Peoria, AZ 85380-2662

Signature

Name: Jeff Green Date: 3/16/06 17:21:53
Title: Vice President
Signature: _____

Status: Accepted

Certification

By Accepting below, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §§ 41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The bidder certifies that the above referenced organization [is] a small business with less than 100 employees or has gross revenues of \$4 million or less.

Acceptance

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. Entry not found in index. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

Award Date TBD

Contract
Solicitation # EPS060026-A1

Line Items								
LI #	CM Code # CM Code Item #	Commodity Code Description Commodity Code Item Description	Manufacturer	Pricing	Qty	%	Unit Price	Ext Price
1	0910-0006 0910-0006-9999	Carpentry Maintenance and Repair Services Generic		FP	1		\$0.10	\$0.10
3	0910-0001 0910-0001-9999	Acoustical Ceilings and Walls: Cleaning, Installation, Restoration, Maintenance and Repair (Including Panel Wall Systems) Generic		FP	1		\$0.10	\$0.10
4	0931-0053 0931-0053-9999	Lighting Fixtures, Maintenance and Repair Generic		FP	1		\$0.10	\$0.10
13	0910-0051 0910-0051-9999	Masonry, Concrete, and Stucco Maintenance and Repair (Includes Inside Concrete Sawing Work) Generic		FP	1		\$0.10	\$0.10
14	0910-0052 0910-0052-9999	Maintenance Services, Building (Not Otherwise Classified) Generic		FP	1		\$0.10	\$0.10
15	0910-0053 0910-0053-9999	Metal Work Maintenance and Repair Generic		FP	1		\$0.10	\$0.10
16	0910-0045 0910-0045-9999	Lathing and Plastering Maintenance and Repair Services Generic		FP	1		\$0.10	\$0.10
17	0910-0036 0910-0036-9999	Heating, Air Conditioning, and Ventilation Maintenance and Repair Services Generic		FP	1		\$0.10	\$0.10
18	0928-0030 0928-0030-9999	Cooling System (A/C System, Hoses, Water Pump, Radiator, Heater and Accessories, etc.) Maintenance and Repair Generic		FP	1		\$0.10	\$0.10
19	0913-0089 0913-0089-9999	Maintenance and Repair, Utility/Underground Projects Generic		FP	1		\$0.10	\$0.10
20	0913-0084 0913-0084-9999	Maintenance and Repair, Street (Major and Residential) Generic		FP	1		\$0.10	\$0.10
21	0913-0082 0913-0082-9999	Maintenance and Repair, Sidewalk and Driveway (Including Removal) Generic		FP	1		\$0.10	\$0.10
22	0913-0081 0913-0081-9999	Maintenance and Repair, Sewer and Storm Drain (Including Removal) Generic		FP	1		\$0.10	\$0.10
23	0913-0078 0913-0078-9999	Maintenance and Repair, Pipeline (Includes Removal and Relocation) Generic		FP	1		\$0.10	\$0.10
24	0913-0075 0913-0075-9999	Maintenance and Repair, Parking Lot and Alley Generic		FP	1		\$0.10	\$0.10
27	0913-0019 0913-0019-9999	Construction, Curb and Gutter (Includes Maintenance, Repair, and Removal) Generic		FP	1		\$0.10	\$0.10
28	0910-0074 0910-0074-9999	Wallpapering Services, Includes Maintenance and Repair Generic		FP	1		\$0.10	\$0.10
29	0910-0073 0910-0073-9999	Tile and Stone (Includes Granite, Marble, and Terrazzo), Restoration, Refurbishing, Maintenance and Repair Generic		FP	1		\$0.10	\$0.10
30	0910-0066 0910-0066-9999	Roofing, Gutters, and Downspouts Maintenance and Repair Generic		FP	1		\$0.10	\$0.10
31	0910-0063 0910-0063-9999	Public Utilities: Water, Sewer and Gas Maintenance and Repair Generic		FP	1		\$0.10	\$0.10

32	0910-0054 0910-0054-9999	Painting, Maintenance and Repair Services Generic		FP	1		\$0.10	\$0.10
33	0910-0055 0910-0055-9999	Overhead Door Installation, Maintenance, and Repair Generic		FP	1		\$0.10	\$0.10
38	0941-0052 0941-0052-9999	Heating Equipment Maintenance and Repair, Steam Generic		FP	1		\$0.10	\$0.10
40	0940-0055 0940-0055-9999	Power Supply Maintenance and Repair, Electric Generic		FP	1		\$0.10	\$0.10
41	0936-0038 0936-0038-9999	Glass and Glazing Equipment Maintenance and Repair Generic		FP	1		\$0.10	\$0.10
43	0936-0023 0936-0023-9999	Door Automatic Operator Installation, Maintenance and Repair Generic		FP	1		\$0.10	\$0.10
44	0936-0014 0936-0014-9999	Buildings and Structure Maintenance and Repair (Portable, Modular, Fabricated, Pre-Fabricated, etc.) Generic		FP	1		\$0.10	\$0.10
45	0934-0064 0934-0064-9999	Plumbing Equipment and Fixtures, Maintenance and Repair Generic		FP	1		\$0.10	\$0.10
46	0936-0023 0936-0023-9999	Door Automatic Operator Installation, Maintenance and Repair Generic		FP	1		\$0.10	\$0.10
50	0936-0009 0936-0009-9999	Alarm Equipment Maintenance/Repair (Fire, etc.) Generic		FP	1		\$0.10	\$0.10
53	0045-0084 0045-0084-9999	Vent Hoods (For Ranges) Generic		FP	1		\$0.10	\$0.10



CONTRACT AMENDMENT

CONTRACT NO: EPS060026-5-A7 Page 1 of 1
Amendment Number: Nine (9)

Maintenance and Repair Contract

STATE PROCUREMENT OFFICE

Department of Administration
100 North 15th Avenue, Suite 104
Phoenix, Arizona 85007
(602) 542-9128

Senior Procurement Officer:
Elizabeth Casteel, CPPB
602-542-9141

In accordance with Uniform Terms and Conditions, Paragraph 5.1, the contract is hereby amended as follows:

1. Previous ProcureAZ system Change Order #2 to extend the contract through July 9, 2010 will hereafter be referred to as Contract Amendment 8.
2. In accordance with Special Terms and Conditions, Contract Extension, the contract is hereby extended through May 11, 2011.

No other changes.

Vendor hereby acknowledges receipt and understanding of the above amendment. A signed copy must be filed with State Procurement Office.

Signature

Date

5/6/2010

JEFFREY W. GREEN, VICE PRESIDENT
Name and Title

Diamond Ridge Development Corporation

Amendment is hereby authorized

This 6th Day May, of 2010.

Elizabeth Casteel
Elizabeth Casteel, CPPB
Senior Procurement Officer
ADOA, State Procurement Office

Contract

Solicitation # EPS060026-A1

Document Information

Type:	Supplier	Amendment:	Yes	Amend #:	7
Requisition #:	ADSM-6GNK9R	Solicitation #:	EPS060026-A1	Contract #:	EPS060026-13-A7
PO Assigned:	Don Ellwanger/ADSM-5KAM9N	Date Completed:	07/06/2009		
PM Assigned:	James Scarboro/ADSM-5KAM9N	PA Assigned:	James Scarboro/ADSM-5KAM9N		
Supplier Name:	REGIONAL PAVEMENT MAINTENANCE OF AZ INC	Proposal #:	ADSM-6N3SUW		
Gov't Entity:	Arizona State Procurement Office	Type:	Statewide		
Process Status:	Complete	Status:	Complete		
Total/Not to Exceed	0	External Contract:			
Cost:					

Contract Information

NOTE: As a State Agency, you are only allowed to use contracts that are either Statewide Contracts or contracts that are assigned to your Agency. You are not allowed to use other Agency Contracts.

Start Date:	1/10/09	End Date:	1/9/10
Term:	12 Month(s)	FOB:	Dest
Payment Terms:	NET 30 DAYS OR 2% NET 10 DAYS	Delivery:	10A.R.O. Days
Contract Extension Allowed		Max Extension:	4 Year(s)

Amendment Information

AMENDMENT NO. 7:

This Contract is hereby amended as follows:

A. EXTEND the Contract 12 months from 7/9/2009 to 1/9/2010.

B. DELETE the one (1%) percent Administrative Fee requirement in its entirety.

C. ADD the following clauses to the Special Terms and Conditions:

C.1. Unit Price Book (UPB) shall mean the RSMeans Unit Price Book (UPB) indicated below that is applicable to the work to be performed.

C.2. Two UPBs shall be used for work, as may be applicable, under this Contract. The UPBs shall be the most-recent edition of the RSMeans Facilities Maintenance and Repair Cost Data or the RSMeans Facilities Repair and Remodeling Cost Data.

D. DELETE, in its entirety, the second paragraph of the section entitled Project Work (in Contract's Scope of Work document); and, in lieu thereof SUBSTITUTE the following: The project quote shall be based upon the applicable RSMeans Unit Price Book (UPB) for the work to be performed and must contain (at a minimum) the following: (1) this Contract's number, (2) the name and address of site; (3) the title and edition level of the applicable UPB used for the project quote and (4) a complete and detailed list of parts to be utilized, listed in detail by description; quantity of parts required, and individual cost for each part, including total, total labor project cost to be broken down by trade, hours for each trade, hourly cost per trade, and total dollar cost. The project quote shall be all-inclusive (i.e., any cost overrides to be absorbed by the Contractor).

E. REVISE all references to "RSMeans or RSMeans" pricing and/or price book. Those references shall mean the UPB, as may be applicable to the work to be performed under this Contract.

F. ADD (to Insurance Requirements): "Additional Insureds – State Purchasing Cooperative. In addition to the State of Arizona, its departments, agencies, boards, commissions, and universities, members of the State Purchasing Cooperative, including eligible cities, counties, community colleges, school and special districts, non-profit educational and health care organizations, shall also be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."

All other terms and conditions set forth in this Contract not amended hereby shall remain unchanged and in full force and effect.

Contract Reassignment

N/A

Contractor Amendment Approval

Contract Amendment approved by JOSEPH DIGIUGNO/000012925 (7/3/09 5:57:53)

Solicitation Information

Title: Maintenance and Repair Contract

Type: RFP

Description:

In accordance to provisions of the Arizona Procurement Code, ARS 41–2501 et seq., the State of Arizona, Enterprise Procurement Services Division intends to establish a contract for General Maintenance & Repair (Under \$250,000.00) through the Arizona Department of Administration, in accordance with the terms and conditions and specifications contained herein. A pre-proposal conference will be held February 22, 2006 at the Arizona Department of Administration, Enterprise Procurement Services Conference Room, 100 N. 15th Avenue Suite 104 Phoenix, AZ. 85015. The meeting will begin promptly at 9AM and attendance will be taken. For questions relating to the solicitation, please contact Mary Hammer at (602) 542–2091 or via email at mary.hammer@azdoa.gov. For questions relating to the State's SPIRIT Automated eProcurement System, please contact the help desk at (602) 542–7600.

Contract

Solicitation # EPS060026–A1

Special Instructions

Capacity of Offeror

Offerors shall provide an electronic document or file entitled EPS060026 – [Offeror Name], Capacity of Offeror.' Multiple documents may be provided in a single file so long as this file is named in accordance with the aforementioned format and each of the included documents are similarly labeled – differing only to indicate their respective contents. Offerors shall include in this document evidence of their ability to provide all services and/or supplies sought under this solicitation. In this section, the Special Instructions to Offerors, the solicitation provides instructions for the types of information the State seeks in determining offerors capacity to perform. Offerors shall include in this section their responses to each of the following items.

IDENTITY AND ORGANIZATION

Offerors shall describe their total organization, including any parent companies, subsidiaries, affiliates, and other related entities. Offerors shall describe the ownership structure including any significant or controlling equity holders. Offerors shall provide an organizational chart for their overall organization showing each entity within the organization. Offerors comprised of multiple organizations or alliances shall identify all entities to be providing supplies and/or services to the State – see also the State's prohibition on offshore work performance cited hereunder. Offerors shall clarify the respective duties and roles of all associated organizations that would support the State, with percentages and areas of responsibilities allocated across all such organizations. Offerors composed of multiple organizations shall identify a single or lead organization, including a contact person therein, who will be responsible for all communications with the State throughout the solicitation process.

EXPERIENCE

Offerors shall describe their experience including the number of years of experience acting as a prime contractor to the services described in their proposal.

REFERENCES

Offerors shall provide at a minimum Three(3) customer references, at least two (2) of which should be for government clients. Reference information should include the following data: 1) client name, 2) contract title or contract reference number, 3) primary contact, title and telephone number, 4) contract dates, 5) contract amount, 6) type of contract – public or private sector, 7) length of relationship with Client, and 8) description of innovative solutions implemented to meet customer needs and email address.

KEY PERSONNEL

Offerors shall provide the names of all key personnel, including any contract officers and/or account representatives, program and project managers, and relevant staff that would be providing services to the State under any resulting contract. Information provided on such individuals shall include: 1) name, 2) proposed responsibilities, 3) telephone number, 4) e-mail Address, 5) qualifications, 6) experience, and an organizational chart detailing where all such individuals relate to one-another organizationally and to the State with regard to the services proposed. Offerors shall describe their customary selection and replacement procedures for all key personnel and relevant staff. Offerors shall clarify their intent to maintain the quantities and quality of all such key personnel and relevant staff positions throughout the term of any resulting contract.

SUBCONTRACTORS

A single offeror shall manage the submission of materials composing their respective proposal. A single contractor shall manage all services provided under any resulting contract. Offerors may anticipate the use of subcontractors in their proposal but shall not relegate to anticipated subcontractors any responsibility or authority with regard to their proposal as described herein. Offerors shall include information on all anticipated subcontractors that would provide a significant portion (20% or greater) of service to the State under any resulting contract.

Clarifications

Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the offerors the opportunity to alter or change its proposal.

Conformance with Terms and Conditions

Offerors shall provide an electronic document or file entitled 'EPS060026' [Offeror Name], Conformance with Terms and Conditions. Multiple documents may be provided in a single file so long as this file is named in accordance with the aforementioned format and each of the included documents are similarly labeled differing only to indicate their respective contents. Offerors shall include in this document their response to all portions of the solicitation's Uniform Terms and Conditions and Special Terms and Conditions. Offerors shall clearly state their understanding and acceptance of all Uniform and Special Terms and Conditions, noting any exceptions they take, either within the text of the Uniform and Special Terms and Conditions or in a sub-section of such exceptions. Offerors taking exceptions may propose alternate language for the State's consideration. Exceptions taken to the Uniform and Special Terms and Conditions may negatively effect the State's evaluation of the offerors proposals.

Decision

A recommendation for award to a pool of contractors will be made by the selection committee to the Procurement Officer; whose decision will be final. If circumstances prevent full execution of the contract, the offeror shall be removed from the awarded pool of contractors. Multiple awards will be made to the responsible offeror(s) whose offer(s) are determined to be the most advantageous to the State.

Definition

'May' denotes the permissive

'Shall' denotes the imperative

'Must' denotes the imperative

Discounts

A primary objective of this solicitation is to aggregate the leveraged buying power of the state with local governments and others authorized by law to use state contracts. Offerors shall consider this objective in the development of pricing offered.

Offerors shall offer % discount from RSMeans pricing (most recent price book). Discount % shall be as stated on submitted price sheet and shown in detail on the work estimate provided from the contractor to the agency.

Discussions

In accordance with A.R.S. 41-2534, after the initial receipt of proposals, the State may conduct discussions with those offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.

Electronic Documents

This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Uniform Instructions to Offerors, offerors are responsible for clearly identifying any and all changes or modifications to any solicitations document upon submission to the State.

Eligible Agencies (Statewide)

Any contract resulting from this solicitation shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2632.

Estimated Quantities (Considerable)

The state anticipates considerable activity under contract(s) awarded as a result of this solicitation, however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by the contractor.

Evaluation

In accordance with the Arizona Procurement Code 41-2534, Competitive Sealed Proposals, awards shall be made to the responsible offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed. The evaluation factors are listed in their relative order of importance.

1. Demonstrated expertise, qualifications, and experience
2. Contractor Support
3. Cost
4. Conformance to Terms & Conditions and to Scope of Work

Inclusive Offeror(s)

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of deliveries made under any subsequent contract. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

Information to be Furnished with Offer

The offeror must submit the following items:

Offerors shall provide an electronic document or file entitled EPS060026 – [Offeror Name], Capacity of Offeror.

Offerors shall include evidence of their ability to provide all and or some of the services and/or supplies sought under this solicitation (specify which services you can provide).

Offerors shall include evidence of geographic locations they will provide service to within the State of Arizona.

Offerors shall include evidence of their desire and ability to provide service to Correctional facilities and/or DPS facilities.

Offerors shall Provide evidence of a minimum of three (3) years successful experience in General Maintenance & Repair (under \$100,000.00 per project).

Offerors shall Provide a clear and comprehensive to work with an approach, methodology and activities which show how your firm intends to successfully perform and complete the potential work required by this solicitation.

Offerors shall Provide evidence of having 24 hours per day communications availability will be satisfied. Include response times for Regular services, Emergency, After Hours & Saturday and Sundays & Holidays per Specifications.

Offerors shall Provide a detailed description of their firms organization/background, including qualifications, facilities/equipment available. This shall include all subcontractors.

Offerors shall Provide a staffing plan that includes the following:

Offerors shall provide the names of all key personnel, including any contract officers and/or account representatives, program and project managers, and relevant staff that would be providing services to the State under any resulting contract. Information provided on such individuals shall include: 1) name, 2) proposed responsibilities, 3) telephone number, 4) e-mail Address, 5) qualifications, 6) experience, and an organizational chart detailing where all such individuals relate to one-another organizationally and to the State with regard to the services

Offerors shall Provide a minimum of three (3) references, which provide a description of recent experience in providing services similar to those, anticipated herein.

Offerors shall Provide copies of all applicable licenses as they may apply to the requirements within this proposal (include copies of all proposed subcontractors licenses). All licenses must be current and in good standings with the Arizona Registrar of Contractors at the time solicitation is submitted.

Offerors shall provide pricing: A percentage (%) discount price offered based upon a discount from the most current recent published RSMeans price book.

Pricing used shall be Bare Cost Pricing without a city cost index adjustment.

Pricing is listed in three ways:

Percentage Discount on Materials

Percentage Discount on Equipment

Percentage Discount on Labor using Means Chart Column H.

Offer shall complete and submit with offer the questionnaire.

Introduction

Offerors shall provide an electronic document entitled EPS 060026 [Offeror Name], Introduction. In this document, offerors shall include a Cover Letter introducing their proposal and reiterating their intent to be bound by their offer for the required period. The letter should be signed by an officer of the offeror's firm who possesses expressed authority to bind the offeror. Electronic signatures are acceptable. The State may request proof of the officer's expressed authority. Offerors shall also include a brief Executive Summary, not to exceed five (5) pages in length. For individual, stylistic variations and organizational purposes, offerors may have additional items in this section, so long as these minimum items are included.

Multiple Awards

The services best responding to the requirements of the RFP will be identified, and multiple awards will be made where in the best interests of the State. This will be done in order to provide a broad range of types and quality service, with adequate contractor support.

Offerors Responsibility

The offeror is cautioned that it is the offerors sole responsibility to submit information related to the evaluation categories and that the State of Arizona is under no obligation to solicit such information if it is not included with the offerors proposal.

Failure by the offeror to submit such information may cause an adverse impact on the evaluation of the offerors proposal.

Offshore Performance of Work

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

Performance Bond

The State may request a contractor be required to furnish an irrevocable security bond on a project by project basis. If requested the amount of the bond will be 100% of the total Project price payable to the State of Arizona, binding the contractor to provide faithful performance of the contract.

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the state within five(5) calendar days from receipt of notice of award. If the contractor fails to execute the security document, as required, the contractor may be found in default and contract terminated by the state. In case of default, the state reserves all rights to recover as provided by law.

All performance bonds must be executed on forms substantially equivalent to the form included with this solicitation.

Proposal Content

The offeror must make a firm commitment to provide services as required and proposed. The material contained in your proposal should be relevant to the service requirements stated in the solicitation and submitted in a sequence that reflects the scope of work portion of this document and information relevant to the designated evaluation criteria as stated herein. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. Although information concerning each of the following areas will be covered in the Questionnaire that the Offeror is required to complete, the Offeror should insure that its proposal contains information relevant to each of the following:

1. Experience, Expertise, Areas of past performance (Offeror & key personnel)

a. The Offeror's proposal should include relevant information that demonstrates the Offeror's working knowledge in order to successfully perform the range of services required in this solicitation.

b. The Offeror may wish to submit samples of audit reports or similar documents completed by each of the designated key personnel that reflect their knowledge level.

2. The offeror should provide a resume, evidence of certification, and data related to previous work assignments as may relate to this RFP for each of the key personnel to be assigned to the project.

3. The Offeror is required to provide key personnel who are have the experience, training, expertise, and certifications necessary to provide the range of services specified in this solicitation. The key personnel are to be classified as employees with the understanding that employees shall mean those individuals required by law to have I.R.S. forms completed and filed who are considered to be a permanent employee of the contractor's organization, whether full or part-time status.

4. Provide a minimum of four (4) verifiable professional references that are able to comment on their experience in working with your firm and key personnel on projects of a similar nature to those required in this solicitation.

5. In the event that Subcontractors are utilized to provide any service outlined in this solicitation, the offeror should include the following information regarding subcontractors:

- a. name of the firm and individual(s) who will provide direct services
- b. the anticipated number of hours the individual will be utilized during a work week
- c. a commitment statement from the firm and designated individual(s) who will provide service
- d. individual(s) area of responsibilities under a resultant contract.

6. Questionnaire: The Offeror should provide a detailed response to each question in a complete and straightforward manner.

7. Cost: The Offeror is directed to complete the Pricing Sheet portion of this solicitation with the understanding that the rates provided by the Offeror are considered all-inclusive with the exception of reimbursement for approved travel related costs as specified in the Special Terms and Conditions portion of this solicitation.

Proposals: SPIRIT Submission Requirement

In accordance with the Uniform Instructions 3.1, Forms: No Facsimile, Telegraphic or Electronic Mail Offers; proposals to this solicitation shall be submitted in an acceptable electronic format, as described herein, using the State's online eProcurement application SPIRIT. Submission of offers by means other than the SPIRIT system will not be accepted. Potential offerors with

questions in this regard shall contact the State Procurement Office prior to the solicitations due date and time.

Quality

All products and service shall be of number one quality.

Questionnaire Section

Offeror(s) should complete the entire questionnaire section of the Request for Proposal. The offerors responses should be in the form of a brief written narrative demonstrating the Offerors ability to satisfy the Scope of Work. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The use of technical language should be minimized and used only to describe a technical process.

References

Offeror(s) should submit a list of three business references including business name, address, contact name, telephone numbers and email address in the appropriate area of the solicitation. In-state and/or government references are preferred. Failure to submit this information with the bid may result in the bid being considered non responsive.

Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the State at least seven (7) days prior to the proposal's due date. Protests based on any omission or error, or on the content of the solicitation, may be disallowed if these faults have not been previously brought to the attention of the State as required herein.

In the event of a contract awarded, no plea of ignorance of conditions that exist, or may hereafter exist, or of difficulties that may be encountered in the provision of services under the contract will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.

Security Clearance

A security clearance shall be required of the contractor and of all employees of the contractor or subcontractor who will have access to the specific facilities or operations to DOC, ADJC, DPS and others as may be required within the future.

Specification

The specifications/scope of work list the minimum acceptable requirements; however, it is required that the offeror shall enter the exact services of the unit in the space provided. This shall be considered a mandatory requirement of the solicitation.

Failure to furnish all information shall warrant the bid incomplete and will not be considered for award.

STATE AGENCY POLICIES AND PROCEDURES

State Agency policies and procedures are available upon request.

State of Arizona Purchasing Card (P Card) Program Option

The State of Arizona has implemented a purchasing card program. Participating contractors may receive payments from State agencies via this purchasing card program in the same manner as other credit card type purchases. Offeror(s) should consult with their servicing bank to discuss this program and all applicable fees.

Those electing to participate in the State of Arizona purchasing card program shall affirm by entering Yes in the appropriate solicitation questionnaire section entitled State of Arizona Purchasing Card (P Card) Program.

Additionally, knowing that the utilization of the purchasing card program should result in lower administrative costs for both the supplier as well as the state we also request that the bidder(s) offer any additional discount (percent %) from list price for those eligible agencies who may implement this option. Those offering the additional discount (percent %) from list price shall do so by completing the solicitation questionnaire section entitled State of Arizona Purchasing Card (P Card) Program. Participation is optional, therefore will not be used in the State bid evaluation process.

Subcontractors

Supplemental to the Subcontractor provision in the Uniform Instructions, offerors shall include with their list of proposed subcontractors, their contact information, certifications required of them, their Minority and Women Owned Enterprise status (cite any certifications use in determining such status) as well as the subcontractor's proposed responsibilities under the offeror's proposal. If the proposed subcontractors are revised, notification must first be given to and approved by the appropriate procurement officer prior to the commencement of any work.

UL Approval

Underwriters Laboratories approval classification cards for shall be included for all products/ equipment that may be supplied under this contract.

Value In Procurement

Through the Governor's Efficiency Review initiative, Enterprise Procurement Services has established the Value in Procurement (VIP) Committee. A major initiative of the VIP Committee is to aggregate specific procurements to increase efficiency and cut costs. The VIP Committee has designated the Arizona Department of Administration agency EPS as a Strategic Contracting Center for Repair/Maintenance service under \$100,000.00. Any contracts resulting from this RFP shall become a statewide contract for use by all State agencies, and optional for cities, counties and school districts and other political subdivisions. State agencies that currently have individual contracts in place will be phased in under this contract

when their contracts expire.

Warranty

Each offer must provide a one year warranty /guarantee against defects in materials, workmanship and/or performance for all items.

Contract

Solicitation # EPS060026-A1

Special Terms and Conditions

ACCURACY OF WORK

The Contractor shall be responsible for the accuracy of the work and shall promptly make all necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the State will not relieve the Contractor of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities.

Amendments

Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the Office of the State of Arizona. Any such amendment shall specify an effective date, any increases or decreases in the amount of the contractors' compensation if applicable and entitled as an 'Amendment', and signed by the parties identified in the preceding sentence. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.

Americans With Disabilities Act of 1990

The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.

Appropriation of funds

Every payment obligation of the Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Agency at the end of the period for which funds are available. No liability shall accrue to the Agency or the State of Arizona in the event this provision is exercised, and neither the Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

Assignment

Contractor may not assign, transfer or convey any of its rights or obligations under this Contract without the written permission of the Agency.

Availability of Funds for the Next Fiscal Year

Funds are not presently available for performance under this contract beyond the current fiscal year. The State's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the State for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.

Billing

All billing notices shall include delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

Cancellation

The State reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The State will issue a written five (5) day notice of default to the Contractor for acting or failing to act as in any of the following:

The Contractor provides personnel that do not meet the requirements of the contract.

The Contractor fails to perform adequately the services required in the contract.

The Contractor attempts to impose on the State, personnel, which are of an unacceptable quality.

The Contractor fails to furnish the required product within the time stipulated in the contract.

The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the State a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within Five (5) days after receiving the notice of default, the State may cancel the contract. If the State cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State may cancel this Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

Cancellation For Possession Of Weapons On State Property

This contract may be cancelled if contractor or any subcontractors or others in the employ or under the supervision of the contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on State property. Such property includes State owned or leased office building, yards, parking lots, construction sites or State owned vehicles.

Further, if the contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by an State official to leave the State property, they are advised that failure to comply with such a request shall result in immediate cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, Criminal trespass in the third degree; classification.

Certifications

All key personnel when required shall provide evidence of their certification(s) relevant to the services provided under the contract.

CIVIL RIGHTS ASSURANCE STATEMENT

The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.

NOTE: An Assurance Statement shall be required to be signed by an individual, private organization, or institution receiving fish and wildlife conservation assistance under the following circumstances:

A. If the premises are at any time opened to the public.

B. If Hunter or Aquatic Resource Education, or any other information/education program sponsored by AGFD, is held on private property.

CIVIL RIGHTS NOTIFICATION

The State prohibits discrimination on the basis of race, color, sex, national origin, age, disability in its programs and activities. If anyone believes they have been discriminated against in any of the State programs or activities, including its employment practices, the individual may file a complaint alleging discrimination directly with the Enterprise Purchasing Services Director, 100 N. 15th Avenue, Phoenix, AZ. 85007, (602) 542-5511.

Code of Conduct

The contractor shall avoid any action that might create or result in the appearance of a) inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract; b) acted on behalf of the State without appropriate authorization; c) provided favorable or unfavorable treatment to anyone; d) made a decision on behalf of the State that exceeded its authority, could result in impartiality, or have a political consequence for the State; e) misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or, f) loss of impartiality when advising the State.

Confidential Information

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.C.R.R. R2-7-104, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in §41-2611 through §41-2616.

Confidentiality of Records

The contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained from the State or others, necessary for contract performance. The contractor shall take all reasonable steps and precautions to safeguard this

information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

Conflict of Interest

No person preparing or assisting in the preparation of specifications, plans or scopes of work shall receive any direct benefit from the utilization of those specifications, plans or scopes of work.

Contraband

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.

DEFINITION – A.R.S. § 13-2501

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

PROMOTING PRISON CONTRABAND – A.R.S. § 13-2505

1. A person, not otherwise authorized by law, commits promoting prison contraband:

A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

B. By knowingly conveying contraband to any person confined in a correctional facility; or

C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.

2. Promoting prison contraband is a Class 5 felony.

Contract

The contract between the State of Arizona and the contractor shall consist of the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by the contractor, their responses to any requests for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.

Contract Extension

The contract term is for a one (1) year period subject to additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed a total of Five years.

CONTRACT MODIFICATIONS

The State will reserve the right to modify this contract as circumstances may require without penalty to fulfill the needs of the State. The Contractor (s) will be notified prior to any changes in the contract. All contract modifications must be in writing.

Contract Problems or Changes

If at anytime during the course of the contract the Department makes the supplier aware of any problems with their products and or services, the supplier shall take immediate action to investigate the cause and to develop a solution. Non-response or an untimely response can be grounds for non-use, contract suspension, or contract cancellation

No change to this contract or any item supplied under this contract is allowed without the expressed written authorization of the Department Procurement Contract Management Specialist. The Department will be the sole authority as to how the proposed change, modification or substitutions is evaluated and whether it is turned down, accepted or accepted conditionally.

The supplier shall use the quarterly customer service visits to help prevent problems before they occur.

Contract Termination

Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract at any time without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

Termination for Default. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

Contract Type (as Needed)

The contract shall be on an as needed, if needed basis.

Defective Products

All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the vendor. All replacement products must be received by the state within seven (7) days of initial notification to the contractor.

Eligible Agencies (Statewide)

This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, Enterprise Procurement Services as required by Arizona Revised Statutes 41-2632.

EMPLOYEES

The Contractor shall provide mentally alert, physically fit, adequately trained, experienced, responsible, and qualified adult personnel to perform the required contracted services in a safe, orderly, and timely manner. The State may require that the Contractor remove from the job any employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the State.

Employees, while on duty, shall be appropriately dressed in clothing/uniform and may be required to wear an identification-patch.

Only employees of the Contractor designated with an identification patch/uniform will be allowed in the work locations during working hours. Visitors, wives, husbands, or children of the Contractor or Contractor's employees will not be allowed in the work location.

The Contractor is required to remove any litter associated with Contractor or Contractor's crew, (i.e. trash produced by employees on their break times).

EPA Energy Star Products

HB 2324, Chapter 114, A.R.S. 34–451 requires that the State of Arizona purchase Energy Star products or products certified by the Federal Energy Management Program as energy efficient for all product classifications available. If an Energy Star product or certified product is available, documentation of the Energy Star status or certification must be submitted with the offer. Failure to submit the required documentation may deem the offer as non-responsive.

Estimated Quantities (Considerable)

The state anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.

Evaluation Criteria

Evaluation criteria are listed in the relative order of importance. The awards will be made to the responsible offerors whose proposal is determined to be the most advantageous to the State based on the following criteria:

1. The demonstrated ability of the proposed Contractor to successfully perform the work.
2. Cost.
3. The satisfaction of the Contractor's references as evidenced in the fax survey on the next two pages.
4. Overall Quality of Submittal and Conformance with Requirements

Federal Immigration and Nationality Act 2

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

FEDERALLY REQUIRED TERMS

The following terms are required for federally funded project requirements. These terms may be waived for non-federally funded project requirements upon written request from the Contractor:

1.) Employment of Federal Highway Administration and State's Personnel

The Contractor shall not employ any person or persons in the employ of the Federal Highway Administration or of the State of Arizona or any of its boards, agencies, or commissions, for any work required by the terms of this Contract, without prior written permission of the Federal Highway Administration or of the State.

2.) Civil Rights

The Contractor is required to comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, Title 49, Code of Federal Regulations, Part 21 through Appendix H and Title 23, CFR 710.405(b) are made applicable by reference and are hereinafter considered part of this contract.

The Contractor is required to comply with the provisions of Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this contract.

3.) Affirmative Action

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment or services under the terms of this contract:

Include qualified small, minority and women-owned businesses on solicitation lists.

Assure that small, minority and women-owned businesses are solicited whenever they are potential sources.

When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, minority and women-owned business participation.

Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority and women-owned businesses.

4.) Energy Conservation

Contractor is required to comply with mandatory standards and policies, as applicable relating to energy efficiency which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

5.) Environmental Protection (This clause is applicable if this contract exceeds \$100,000.00.)

Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grant or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the U.S.E.P.A. Assistant Administrator Enforcement (EN-329).

6.) Subcontracts

The contractor agrees to insert in all subcontracts the clauses hereof entitled 'Civil Rights,' 'Affirmative Action' and 'Anti-Lobbying.' Contractor further agrees to insert in any subcontract exceeding \$100,000.00 the clause hereof entitled 'Environmental Protection.'

7.) Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

The Contractor agrees to require all lower tier subcontractors who have agreement exceeding \$100,000.00 to complete the Certification for Federal-aid Contracts (ECS Form 90-1) and, when appropriate, the Disclosure of Lobbying Activities (ECS Form 90-3) prior to execution of the prime Contractor's agreement with the Department. Lower tier certifications are to be maintained by the Contractor.

FIRE SUPPRESSION AND FIRE PRECAUTION REQUIREMENTS

The following fire suppression and fire precaution requirements are a part of this solicitation and any resultant contract.

Fire Suppression: All fires shall be reported to local officials as soon as possible. Even though the Contractors crew may have suppressed the fire, this report is required. The Contractor shall indicate all fire suppression activity to the appropriate person(s) within 30 minutes of the incident.

At the request of the contracting agency, the Contractor may be responsible for providing and paying for a fire suppression crew at the project work site(s). This requirement will be at the discretion of the appropriate state agency personnel.

Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

INCLUSIVE OFFEROR

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of Administrative or Billing needs. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

INDEMNITY

The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

If the Contractor is the State of Arizona, its departments, agencies, boards and commissions, then the above shall not apply.

Independent Contractor

This contract is for the contractor to provide work under a service agreement with the State and not as an employee or agent of the State. The contractor is solely and exclusively responsible, legally and financially, for wages, per diem, taxes, Social Security payments, health benefits, insurance, bonds, Workmen's Compensation costs, and any other fees or expenses the contractor may be required to pay in his/her normal course of business.

INSPECTION, ACCEPTANCE AND REWORK

The State Project Manager will conduct the following inspections:

Compliance Inspections. While work is being performed, the State shall perform periodic inspections of the project work sites, without prior notice to the Contractor, and conduct on-site meetings with the Contractor to ascertain the Contractor's compliance with contract requirements and determine if corrective rework is required.

Insurance – Standard Service Contract

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as 'Indemnatee') from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as 'Claims') for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

Products Completed Operations Aggregate \$2,000,000

Personal and Advertising Injury \$1,000,000

Blanket Contractual Liability Written and Oral \$1,000,000

Fire Legal Liability \$50,000

The policy shall be endorsed to include the following additional insured language: 'The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.'

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

AUTOMOBILE LIABILITY

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: 'The State of Arizona, its departments,

agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.'

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation Statutory Employers' Liability

Each Accident \$1,000,000

Disease Each Employee \$1,000,000

Disease Policy Limit \$1,000,000

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

UMBRELLA/EXCESS LIABILITY in the minimum amount of \$10,000,000 excess of Commercial General Liability, Automobile Liability and Employers' Liability.

The policy shall be endorsed to include the following additional insured language: 'The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.'

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

FIDELITY BOND OR CRIME INSURANCE in the minimum amount of \$2,000,000.

The bond or policy shall include coverage for third party fidelity.

The bond or policy shall include coverage for theft and mysterious disappearance.

The bond or policy shall contain no requirement for arrest and conviction.

The bond or policy shall cover loss outside the premises of the Named Insured.

PROPERTY COVERAGE to insure property under the care custody and control of the Contractor or it's this contract for full replacement value on an all risk basis.

BUILDERS RISK to insure all equipment and installations under this contract.

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (60) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name &Address) and shall be sent by certified mail, return receipt requested.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an 'A.M. Best' rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

New Equipment

All equipment, materials, parts and other components incorporated in the work or an item covered by this contract shall be new, of the latest model and of the most suitable grade for the purpose intended. Any and all work under this contract shall be performed in a skilled and workmanlike manner.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

Ownership

All deliverables and/or other products of the contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by the contractor in performance of the contract) shall be the sole, absolute and exclusive property of the State of Arizona, free from any claim or retention of right on the part of the contractor, its agents, sub-contractors, officers or employees.

Payment

The contractor shall submit to the issuing agency, after completion of the task or combination of tasks listed by the issuing agency. Each task order, a statement of charges for the work completed under that task order, in conformance with the pricing schedule of this contract, the issuing agency shall process the claim for prompt payment in accordance with the standard operating procedures of the state.

Payment Bond

The individual project manager shall determine if a Payment bond is required on a per project basis. If it is determined that a payment bond is required, the contractor shall be required to furnish a non-revocable security for the protection of all persons supplying labor and material to the contractor or any subcontractor for the performance of any work related to the specific project under this contract. Payment security shall be in the amount of %100 of the project and payable to the State of Arizona.

Performance Bond

If determined necessary for a specific project, the contractor shall be required to furnish an irrevocable security in the amount of %100 of a specific project payable to the State of Arizona, binding the contractor to provide faithful performance of the contract.

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the state within five (5) calendar days from receipt of notice of award of a specific project. If the contractor fails to execute the security document, as required, the contractor may be found in default and contract terminated by the state. In case of default, the state reserves all rights to recover as provided by law.

All performance bonds must be executed on forms substantially equivalent to SPO form 302 included with this solicitation.

PROJECT ADMINISTRATION

The State's Agency's Representative shall be designated at the time of each appraisal assignment. The State's Agency's Representative will provide general direction as necessary and be responsible for decisions pertaining to work under this contract.

Protection of Facilities and Grounds

The contractor shall provide the services contained herein in such a manner that does not result in damage to State and eligible using agency facilities, grounds, landscaping, utilities, or structures. In the event that damage does occur during the performance of this contract, the contractor shall repair or replace the damage at no cost to the State or eligible using

agency as specified.

Should the contractor fail or refuse to make proper repairs or replacements, the contractor shall be liable for the cost thereof which may be deducted from unpaid invoices or by any other means provided by law. Any and all equipment (containers) supplied by the contractor(s) for use by an eligible using agency shall remain the property of the contractor.

The State shall be under no obligation to the contractor in regards to any restoration or rehabilitation of the contractor's premise or property during the contract term or after the final contract expiration date.

Safety Standards

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

Security

Contractor's current and subsequent personnel, as well as those of their duly recognized subcontractors, shall comply with all applicable statutes, administrative regulation, policies, practices and procedures while providing supplies and/or services under the contract. Notwithstanding any additional security requirements in the Scope of Work, as deemed necessary by the State, certain personnel with access to sensitive information and/or infrastructure of the State or an Eligible Agency, shall be subject to background checks.

Serial Numbers

Should the contractor be required to install new equipment the contractor warrants that the original manufacturers' serial number has not been altered in any way. Throughout the contract term, the state reserves the right to reject any altered equipment.

Service Levels

The State requires the Contractor to guarantee initial service levels and guarantee that, over the term of the contract, service levels will improve commensurate with the improvement in the industry as a whole because of the implementation of efficiency enhancing hardware and software technology or operations management processes.

Should the Contractor fail to provide all required services or deliver all required service levels, as agreed upon by State and the Contractor, the State shall be entitled to invoke applicable remedies, including but not limited to, assessing liquidated damages from the Contractor to the State and declaring the Contractor in material breach.

Site Clean Up

Supplier shall be responsible for the removal of all materials, debris and residue resulting from the performance of the service. All work areas shall be maintained in a clean and orderly manner throughout each work day.

Social Responsibility of Offeror

Offerors are encouraged to make every effort to utilize subcontractors that are small, women owned and/or minority owned business enterprises. This could include, for example, subcontracts for creative development, media placement or printing services. Offerors who are offering to commit a portion of their work to such subcontractors shall do so by identifying the type of services and work to be performed by completing the solicitation questionnaire section entitled 'Social Responsibility of Offeror.'

Term of Contract (Sole Option)

The term of any resultant contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein. The contractor agrees that the State of Arizona shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods. In the event that the state exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period. The contractor shall agree that price percentage as stated in the original contract shall apply as initially quoted.

Usage Report

The contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage report shall be due at the end of each three month period of the contract term.

Warranty (12 Months)

All equipment supplied under this specification shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance by the state. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the contractor (including parts and labor) without cost to the state. The written warranty shall be included with the delivered products to the using entity.

Will Call/Ordering Support

The contractor(s) shall provide and maintain applicable toll-free telephone numbers and facsimile numbers for eligible agency use. Failure to maintain this service may be cause for cancellation of the contract.

WORK ORDERS

Please provide a copy of a sample work order you intend to use if awarded a contract under this solicitation.

Workmanship

The contractor agrees that all work shall be done by skilled and experienced technicians and shall be done in a first-class workman like manner in accordance with the equipment manufacturers recommended procedures.

Contract

Solicitation # EPS060026–A1

Uniform Instructions

1 Definition of Terms

As used in these Instructions, the terms listed below are defined as follows:

1.2 Contract

the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers, and any Solicitation Amendments or Contract Amendments and any terms applied by law.

1.3 Contract Amendment

a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 Contractor

any person who has a Contract with the State

1.5 Days

calendar days unless otherwise specified.

1.6 Exhibit

any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation

1.7 Offer

bid, proposal or quotation.

1.8 Offeror

a vendor who responds to a Solicitation.

1.9 Procurement Officer

the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 Solicitation

an Invitation for Bids ('IFB'), a Request for Proposals ('RFP'), or a Request for Quotations ('RFQ').

1.11 Solicitation Amendment

a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

1.12 Subcontract

means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.13 State

the State of Arizona and Department or Agency of the State that executes the Contract.

2 Inquiries

Inquiries

2.1 Duty to Examine

It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.

2.2 Solicitation Contact Person

Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

2.3 Submission of Inquiries

The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

2.4 Timeliness

Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5 No Right to Rely on Verbal Responses

An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the

solicitation.

2.6 Solicitation Amendments

The Solicitation shall only be modified by a Solicitation Amendment.

2.7 Pre-Offer Conference

If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

2.8 Persons With Disabilities

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3 Offer Preparation

Offer Preparation

3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers

Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicates otherwise.

3.2 Typed or Ink; Corrections

The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

3.3 Evidence of Intent to be Bound

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.

3.4 Exceptions to Terms and Conditions

All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected. [ALL]

ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.

3.5 Subcontracts

Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3.6 Cost of Offer Preparation

The State will not reimburse any Offeror the cost of responding to a Solicitation.

3.7 Solicitation Amendments

Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.

3.8 Federal Excise Tax

The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

3.9 Provision of Tax Identification Numbers

Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

3.10 Employee Identification

Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with

appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

3.11 Identification of Taxes in Offer

The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.

3.12 Disclosure

If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.13 Solicitation Order of Precedence

In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

3.13.1 Special Terms and Conditions;

3.13.2 Uniform Terms and Conditions;

3.13.3 Statement or Scope of Work;

3.13.4 Specifications;

3.13.5 Attachments;

3.13.6 Exhibits;

3.13.7 Special Instructions to Offerors;

3.13.8 Uniform Instructions to Offerors. 3.13.9 Other documents referenced or included in the Solicitation.

3.14 Delivery

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

4 Submission of Offer

Submission of Offer

4.1 Sealed Envelope or Package

Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

4.2 Offer Amendment or Withdrawal

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4.3 Public Record

All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

4.4 Non-collusion, Employment, and Services

By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

4.4.1 i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

4.4.2 ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

5 Evaluation

Evaluation

1. Demonstrated expertise, qualifications, and experience

2. Contractor Support

3. Cost

4. Conformance to Terms & Conditions and to Scope of Work

5.1 Unit Price Prevails

In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

5.2 Taxes

Arizona transaction privilege and use taxes shall not be considered for evaluation.

5.3 Late Offers

An Offer submitted after the exact Offer due date and time shall be rejected.

5.4 Disqualification

An Offeror (including any of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.

5.5 Offer Acceptance Period

An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred–twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred–twenty (120) days from the Best and Final Offer due date.

5.6 Waiver and Rejection Rights

Notwithstanding any other provision of the Solicitation, the State reserves the right to:

5.6.1 Waive any minor informality;

5.6.2 Reject any and all Offers or portions thereof; or

5.6.3 Cancel the Solicitation.

6 Award

Award

6.1 Number or Types of Awards

The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, 'all or none' Offers shall be rejected.

6.2 Contract Inception

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

6.3 Effective Date

The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7 Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

7.1 The name, address and telephone number of the protester;

7.2 The signature of the protester or its representative;

7.3 Identification of the purchasing agency and the Solicitation or Contract number;

7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

7.5 The form of relief requested.

8 Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

Contract

Solicitation # EPS060026-A1

Uniform Terms and Conditions

1 Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 Attachment

any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 Contract

the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3 Contract Amendment

a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 Contractor

any person who has a Contract with the State.

1.5 Days

calendar days unless otherwise specified

1.6 Exhibit

any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7 Gratuity

a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 Materials

all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 Procurement Officer

the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 Services

the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 Subcontract

any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 State

the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 State Fiscal Year

the period beginning with July 1 and ending June 30,

2 Contract Interpretation

Contract Interpretation

2.1 Arizona Law

The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 Implied Contract Terms

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;

2.3.2 Uniform Terms and Conditions;

2.3.3 Statement or Scope of Work;

2.3.4 Specifications;

2.3.5 Attachments;

2.3.6 Exhibits;

2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract Administration and Operation

Contract Administration and Operation.

3.1 Records

Under A.R.S. § 35–214 and § 35–215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other 'records' relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination

The Contractor shall comply with State Executive Order No. 99–4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit

Pursuant to ARS § 35–214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ('Intellectual Property'), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s).

Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

Costs and Payments

4.1 Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State Fiscal Year

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the Current State Fiscal Year

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract Changes

Contract Changes

5.1 Amendments

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

Risk and Liability

6.1 Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable

attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.'

6.3 Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41–621 and § 35–154, this section shall not apply.

6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term 'force majeure' means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions–intervention–acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified–return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

Warranties

7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination

7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

State's Contractual Remedies

8.1 Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or

remedy available to it.

8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

Contract Termination

9.1 Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

Contract

Solicitation # EPS060026-A1

Offer

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Tax Information

Arizona Transaction (Sales) Privilege Tax License No. 20024758R
Federal Employer Identification No. XXXXXXXXXX

Location Information

Supplier Number: 12925
Company Name: REGIONAL PAVEMENT MAINTENANCE OF AZ INC
Address: P.O. BOX 3778
GILBERT, AZ 85299

Signature

Name: JOSEPH DIGIUGNO Date: 3/21/06 10:31:31
Title: PRESIDENT
Signature: _____

Status: Accepted

Certification

By Accepting below, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §§ 41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The bidder certifies that the above referenced organization [is] a small business with less than 100 employees or has gross revenues of \$4 million or less.

Acceptance

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. Entry not found in index. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

Award Date TBD

Contract

Solicitation # EPS060026-A1

Line Items

LI #	CM Code # CM Code Item #	Commodity Code Description Commodity Code Item Description	Manufacturer	Pricing	Qty	%	Unit Price	Ext Price
24	0913-0075 0913-0075-9999	Maintenance and Repair, Parking Lot and Alley Generic		FP	1		\$0.01	\$0.01
25	0913-0071 0913-0071-9999	Maintenance and Repair, Highway and Road Generic		FP	1		\$0.01	\$0.01



CONTRACT AMENDMENT

CONTRACT NO: EPS060026-13-A7 Page 1 of 1
Amendment Number: Nine (9)

Maintenance and Repair Contract

STATE PROCUREMENT OFFICE

Department of Administration
100 North 15th Avenue, Suite 104
Phoenix, Arizona 85007
(602) 542-9128

Senior Procurement Officer:
Elizabeth Casteel, CPPB
602-542-9141

In accordance with Uniform Terms and Conditions, Paragraph 5.1, the contract is hereby amended as follows:

1. Previous ProcureAZ system Change Order #4 to extend the contract through June 9, 2010 will hereafter be referred to as Contract Amendment 8.
2. In accordance with Special Terms and Conditions, Contract Extension, the contract is hereby extended through May 11, 2011.

No other changes.

Vendor hereby acknowledges receipt and understanding of the above amendment. A signed copy must be filed with State Procurement Office.

Amendment is hereby authorized

This 26th Day April of 2010.
27th

Signature

Date

Joseph P. DiGiugno 4/26/10

Joseph P. DiGiugno Pres.

Name and Title

Regional Pavement Maintenance #21

REGIONAL PAVEMENT MAINTENANCE OF AZ INC

Elizabeth Casteel

Elizabeth Casteel, CPPB
Senior Procurement Officer
ADOA, State Procurement Office

Contract

Solicitation # EPS060026-A1

Document Information

Type:	Supplier	Amendment:	Yes	Amend #:	7
Requisition #:	ADSM-6GNK9R	Solicitation #:	EPS060026-A1	Contract #:	EPS060026-1-A7
PO Assigned:	Don Ellwanger/ADSM-5KAM9N	Date Completed:	07/01/2009		
PM Assigned:	James Scarboro/ADSM-5KAM9N	PA Assigned:	James Scarboro/ADSM-5KAM9N		
Supplier Name:	Skyline Builders & Restoration, Inc.	Proposal #:	ADSM-6LLTER		
Gov't Entity:	Arizona State Procurement Office	Type:	Statewide		
Process Status:	Complete	Status:	Complete		
Total/Not to Exceed	0	External Contract:			
Cost:					

Contract Information

NOTE: As a State Agency, you are only allowed to use contracts that are either Statewide Contracts or contracts that are assigned to your Agency. You are not allowed to use other Agency Contracts.

Start Date:	1/10/09	End Date:	1/9/10
Term:	12 Month(s)	FOB:	Dest
Payment Terms:	Net 30 days	Delivery:	0A.R.O. Days
Contract Extension Allowed		Max Extension:	4 Year(s)

Amendment Information

AMENDMENT NO. 7:

This Contract is hereby amended as follows:

A. EXTEND the Contract 12 months from 7/9/2009 to 1/9/2010.

B. DELETE the one (1%) percent Administrative Fee requirement in its entirety.

C. ADD the following clauses to the Special Terms and Conditions:

C.1. Unit Price Book (UPB) shall mean the RSMeans Unit Price Book (UPB) indicated below that is applicable to the work to be performed.

C.2. Two UPBs shall be used for work, as may be applicable, under this Contract. The UPBs shall be the most-recent edition of the RSMeans Facilities Maintenance and Repair Cost Data or the RSMeans Facilities Repair and Remodeling Cost Data.

D. DELETE, in its entirety, the second paragraph of the section entitled Project Work (in Contract's Scope of Work document); and, in lieu thereof SUBSTITUTE the following: The project quote shall be based upon the applicable RSMeans Unit Price Book (UPB) for the work to be performed and must contain (at a minimum) the following: (1) this Contract's number, (2) the name and address of site; (3) the title and edition level of the applicable UPB used for the project quote and (4) a complete and detailed list of parts to be utilized, listed in detail by description; quantity of parts required, and individual cost for each part, including total, total labor project cost to be broken down by trade, hours for each trade, hourly cost per trade, and total dollar cost. The project quote shall be all-inclusive (i.e., any cost overrides to be absorbed by the Contractor).

E. REVISE all references to "RSMeans" or "RSMeans" pricing and/or price book. Those references shall mean the UPB, as may be applicable to the work to be performed under this Contract.

F. ADD (to Insurance Requirements): "Additional Insureds – State Purchasing Cooperative. In addition to the State of Arizona, its departments, agencies, boards, commissions, and universities, members of the State Purchasing Cooperative, including eligible cities, counties, community colleges, school and special districts, non-profit educational and health care organizations, shall also be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."

All other terms and conditions set forth in this Contract not amended hereby shall remain unchanged and in full force and effect.

Contract Reassignment

N/A

Contractor Amendment Approval

Contract Amendment approved by Sally Cohill/000003967 (7/1/09 11:44:06)

Solicitation Information

Title: Maintenance and Repair Contract

Type: RFP

Description:

In accordance to provisions of the Arizona Procurement Code, ARS 41-2501 et seq., the State of Arizona, Enterprise Procurement Services Division intends to establish a contract for General Maintenance & Repair (Under \$250,000.00) through the Arizona Department of Administration, in accordance with the terms and conditions and specifications contained herein. A pre-proposal conference will be held February 22, 2006 at the Arizona Department of Administration, Enterprise Procurement Services Conference Room, 100 N. 15th Avenue Suite 104 Phoenix, AZ. 85015. The meeting will begin promptly at 9AM and attendance will be taken. For questions relating to the solicitation, please contact Mary Hammer at (602) 542-2091 or via email at mary.hammer@azdoa.gov. For questions relating to the State's SPIRIT Automated eProcurement System, please contact the help desk at (602) 542-7600.

Contract

Solicitation # EPS060026–A1

Special Instructions

Capacity of Offeror

Offerors shall provide an electronic document or file entitled EPS060026 – [Offeror Name], Capacity of Offeror.' Multiple documents may be provided in a single file so long as this file is named in accordance with the aforementioned format and each of the included documents are similarly labeled – differing only to indicate their respective contents. Offerors shall include in this document evidence of their ability to provide all services and/or supplies sought under this solicitation. In this section, the Special Instructions to Offerors, the solicitation provides instructions for the types of information the State seeks in determining offerors capacity to perform. Offerors shall include in this section their responses to each of the following items.

IDENTITY AND ORGANIZATION

Offerors shall describe their total organization, including any parent companies, subsidiaries, affiliates, and other related entities. Offerors shall describe the ownership structure including any significant or controlling equity holders. Offerors shall provide an organizational chart for their overall organization showing each entity within the organization. Offerors comprised of multiple organizations or alliances shall identify all entities to be providing supplies and/or services to the State – see also the State's prohibition on offshore work performance cited hereunder. Offerors shall clarify the respective duties and roles of all associated organizations that would support the State, with percentages and areas of responsibilities allocated across all such organizations. Offerors composed of multiple organizations shall identify a single or lead organization, including a contact person therein, who will be responsible for all communications with the State throughout the solicitation process.

EXPERIENCE

Offerors shall describe their experience including the number of years of experience acting as a prime contractor to the services described in their proposal.

REFERENCES

Offerors shall provide at a minimum Three(3) customer references, at least two (2) of which should be for government clients. Reference information should include the following data: 1) client name, 2) contract title or contract reference number, 3) primary contact, title and telephone number, 4) contract dates, 5) contract amount, 6) type of contract – public or private sector, 7) length of relationship with Client, and 8) description of innovative solutions implemented to meet customer needs and email address.

KEY PERSONNEL

Offerors shall provide the names of all key personnel, including any contract officers and/or account representatives, program and project managers, and relevant staff that would be providing services to the State under any resulting contract. Information provided on such individuals shall include: 1) name, 2) proposed responsibilities, 3) telephone number, 4) e-mail Address, 5) qualifications, 6) experience, and an organizational chart detailing where all such individuals relate to one-another organizationally and to the State with regard to the services proposed. Offerors shall describe their customary selection and replacement procedures for all key personnel and relevant staff. Offerors shall clarify their intent to maintain the quantities and quality of all such key personnel and relevant staff positions throughout the term of any resulting contract.

SUBCONTRACTORS

A single offeror shall manage the submission of materials composing their respective proposal. A single contractor shall manage all services provided under any resulting contract. Offerors may anticipate the use of subcontractors in their proposal but shall not relegate to anticipated subcontractors any responsibility or authority with regard to their proposal as described herein. Offerors shall include information on all anticipated subcontractors that would provide a significant portion (20% or greater) of service to the State under any resulting contract.

Clarifications

Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the offerors the opportunity to alter or change its proposal.

Conformance with Terms and Conditions

Offerors shall provide an electronic document or file entitled 'EPS060026' [Offeror Name], Conformance with Terms and Conditions. Multiple documents may be provided in a single file so long as this file is named in accordance with the aforementioned format and each of the included documents are similarly labeled differing only to indicate their respective contents. Offerors shall include in this document their response to all portions of the solicitation's Uniform Terms and Conditions and Special Terms and Conditions. Offerors shall clearly state their understanding and acceptance of all Uniform and Special Terms and Conditions, noting any exceptions they take, either within the text of the Uniform and Special Terms and Conditions or in a sub-section of such exceptions. Offerors taking exceptions may propose alternate language for the State's consideration. Exceptions taken to the Uniform and Special Terms and Conditions may negatively effect the State's evaluation of the offerors proposals.

Decision

A recommendation for award to a pool of contractors will be made by the selection committee to the Procurement Officer; whose decision will be final. If circumstances prevent full execution of the contract, the offeror shall be removed from the awarded pool of contractors. Multiple awards will be made to the responsible offeror(s) whose offer(s) are determined to be the most advantageous to the State.

Definition

'May' denotes the permissive

'Shall' denotes the imperative

'Must' denotes the imperative

Discounts

A primary objective of this solicitation is to aggregate the leveraged buying power of the state with local governments and others authorized by law to use state contracts. Offerors shall consider this objective in the development of pricing offered.

Offerors shall offer % discount from RSMeans pricing (most recent price book). Discount % shall be as stated on submitted price sheet and shown in detail on the work estimate provided from the contractor to the agency.

Discussions

In accordance with A.R.S. 41-2534, after the initial receipt of proposals, the State may conduct discussions with those offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.

Electronic Documents

This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Uniform Instructions to Offerors, offerors are responsible for clearly identifying any and all changes or modifications to any solicitations document upon submission to the State.

Eligible Agencies (Statewide)

Any contract resulting from this solicitation shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2632.

Estimated Quantities (Considerable)

The state anticipates considerable activity under contract(s) awarded as a result of this solicitation, however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by the contractor.

Evaluation

In accordance with the Arizona Procurement Code 41-2534, Competitive Sealed Proposals, awards shall be made to the responsible offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed. The evaluation factors are listed in their relative order of importance.

1. Demonstrated expertise, qualifications, and experience
2. Contractor Support
3. Cost
4. Conformance to Terms & Conditions and to Scope of Work

Inclusive Offeror(s)

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of deliveries made under any subsequent contract. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

Information to be Furnished with Offer

The offeror must submit the following items:

Offerors shall provide an electronic document or file entitled EPS060026 – [Offeror Name], Capacity of Offeror.

Offerors shall include evidence of their ability to provide all and or some of the services and/or supplies sought under this solicitation (specify which services you can provide).

Offerors shall include evidence of geographic locations they will provide service to within the State of Arizona.

Offerors shall include evidence of their desire and ability to provide service to Correctional facilities and/or DPS facilities.

Offerors shall Provide evidence of a minimum of three (3) years successful experience in General Maintenance & Repair (under \$100,000.00 per project).

Offerors shall Provide a clear and comprehensive to work with an approach, methodology and activities which show how your firm intends to successfully perform and complete the potential work required by this solicitation.

Offerors shall Provide evidence of having 24 hours per day communications availability will be satisfied. Include response times for Regular services, Emergency, After Hours & Saturday and Sundays & Holidays per Specifications.

Offerors shall Provide a detailed description of their firms organization/background, including qualifications, facilities/equipment available. This shall include all subcontractors.

Offerors shall Provide a staffing plan that includes the following:

Offerors shall provide the names of all key personnel, including any contract officers and/or account representatives, program and project managers, and relevant staff that would be providing services to the State under any resulting contract. Information provided on such individuals shall include: 1) name, 2) proposed responsibilities, 3) telephone number, 4) e-mail Address, 5) qualifications, 6) experience, and an organizational chart detailing where all such individuals relate to one-another organizationally and to the State with regard to the services

Offerors shall Provide a minimum of three (3) references, which provide a description of recent experience in providing services similar to those, anticipated herein.

Offerors shall Provide copies of all applicable licenses as they may apply to the requirements within this proposal (include copies of all proposed subcontractors licenses). All licenses must be current and in good standings with the Arizona Registrar of Contractors at the time solicitation is submitted.

Offerors shall provide pricing: A percentage (%) discount price offered based upon a discount from the most current recent published RSMeans price book.

Pricing used shall be Bare Cost Pricing without a city cost index adjustment.

Pricing is listed in three ways:

Percentage Discount on Materials

Percentage Discount on Equipment

Percentage Discount on Labor using Means Chart Column H.

Offer shall complete and submit with offer the questionnaire.

Introduction

Offerors shall provide an electronic document entitled EPS 060026 [Offeror Name], Introduction. In this document, offerors shall include a Cover Letter introducing their proposal and reiterating their intent to be bound by their offer for the required period. The letter should be signed by an officer of the offeror's firm who possesses expressed authority to bind the offeror. Electronic signatures are acceptable. The State may request proof of the officer's expressed authority. Offerors shall also include a brief Executive Summary, not to exceed five (5) pages in length. For individual, stylistic variations and organizational purposes, offerors may have additional items in this section, so long as these minimum items are included.

Multiple Awards

The services best responding to the requirements of the RFP will be identified, and multiple awards will be made where in the best interests of the State. This will be done in order to provide a broad range of types and quality service, with adequate contractor support.

Offerors Responsibility

The offeror is cautioned that it is the offerors sole responsibility to submit information related to the evaluation categories and that the State of Arizona is under no obligation to solicit such information if it is not included with the offerors proposal.

Failure by the offeror to submit such information may cause an adverse impact on the evaluation of the offerors proposal.

Offshore Performance of Work

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

Performance Bond

The State may request a contractor be required to furnish an irrevocable security bond on a project by project basis. If requested the amount of the bond will be 100% of the total Project price payable to the State of Arizona, binding the contractor to provide faithful performance of the contract.

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the state within five(5) calendar days from receipt of notice of award. If the contractor fails to execute the security document, as required, the contractor may be found in default and contract terminated by the state. In case of default, the state reserves all rights to recover as provided by law.

All performance bonds must be executed on forms substantially equivalent to the form included with this solicitation.

Proposal Content

The offeror must make a firm commitment to provide services as required and proposed. The material contained in your proposal should be relevant to the service requirements stated in the solicitation and submitted in a sequence that reflects the scope of work portion of this document and information relevant to the designated evaluation criteria as stated herein. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. Although information concerning each of the following areas will be covered in the Questionnaire that the Offeror is required to complete, the Offeror should insure that its proposal contains information relevant to each of the following:

1. Experience, Expertise, Areas of past performance (Offeror & key personnel)
 - a. The Offeror's proposal should include relevant information that demonstrates the Offeror's working knowledge in order to successfully perform the range of services required in this solicitation.
 - b. The Offeror may wish to submit samples of audit reports or similar documents completed by each of the designated key personnel that reflect their knowledge level.
2. The offeror should provide a resume, evidence of certification, and data related to previous work assignments as may relate to this RFP for each of the key personnel to be assigned to the project.
3. The Offeror is required to provide key personnel who are have the experience, training, expertise, and certifications necessary to provide the range of services specified in this solicitation. The key personnel are to be classified as employees with the understanding that employees shall mean those individuals required by law to have I.R.S. forms completed and filed who are considered to be a permanent employee of the contractor's organization, whether full or part-time status.
4. Provide a minimum of four (4) verifiable professional references that are able to comment on their experience in working with your firm and key personnel on projects of a similar nature to those required in this solicitation.
5. In the event that Subcontractors are utilized to provide any service outlined in this solicitation, the offeror should include the following information regarding subcontractors:
 - a. name of the firm and individual(s) who will provide direct services
 - b. the anticipated number of hours the individual will be utilized during a work week
 - c. a commitment statement from the firm and designated individual(s) who will provide service
 - d. individual(s) area of responsibilities under a resultant contract.
6. Questionnaire: The Offeror should provide a detailed response to each question in a complete and straightforward manner.
7. Cost: The Offeror is directed to complete the Pricing Sheet portion of this solicitation with the understanding that the rates provided by the Offeror are considered all-inclusive with the exception of reimbursement for approved travel related costs as specified in the Special Terms and Conditions portion of this solicitation.

Proposals: SPIRIT Submission Requirement

In accordance with the Uniform Instructions 3.1, Forms: No Facsimile, Telegraphic or Electronic Mail Offers; proposals to this solicitation shall be submitted in an acceptable electronic format, as described herein, using the State's online eProcurement application SPIRIT. Submission of offers by means other than the SPIRIT system will not be accepted. Potential offerors with

questions in this regard shall contact the State Procurement Office prior to the solicitations due date and time.

Quality

All products and service shall be of number one quality.

Questionnaire Section

Offeror(s) should complete the entire questionnaire section of the Request for Proposal. The offerors responses should be in the form of a brief written narrative demonstrating the Offerors ability to satisfy the Scope of Work. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The use of technical language should be minimized and used only to describe a technical process.

References

Offeror(s) should submit a list of three business references including business name, address, contact name, telephone numbers and email address in the appropriate area of the solicitation. In-state and/or government references are preferred. Failure to submit this information with the bid may result in the bid being considered non responsive.

Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the State at least seven (7) days prior to the proposal's due date. Protests based on any omission or error, or on the content of the solicitation, may be disallowed if these faults have not been previously brought to the attention of the State as required herein.

In the event of a contract awarded, no plea of ignorance of conditions that exist, or may hereafter exist, or of difficulties that may be encountered in the provision of services under the contract will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.

Security Clearance

A security clearance shall be required of the contractor and of all employees of the contractor or subcontractor who will have access to the specific facilities or operations to DOC, ADJC, DPS and others as may be required within the future.

Specification

The specifications/scope of work list the minimum acceptable requirements; however, it is required that the offeror shall enter the exact services of the unit in the space provided. This shall be considered a mandatory requirement of the solicitation.

Failure to furnish all information shall warrant the bid incomplete and will not be considered for award.

STATE AGENCY POLICIES AND PROCEDURES

State Agency policies and procedures are available upon request.

State of Arizona Purchasing Card (P Card) Program Option

The State of Arizona has implemented a purchasing card program. Participating contractors may receive payments from State agencies via this purchasing card program in the same manner as other credit card type purchases. Offeror(s) should consult with their servicing bank to discuss this program and all applicable fees.

Those electing to participate in the State of Arizona purchasing card program shall affirm by entering Yes in the appropriate solicitation questionnaire section entitled State of Arizona Purchasing Card (P Card) Program.

Additionally, knowing that the utilization of the purchasing card program should result in lower administrative costs for both the supplier as well as the state we also request that the bidder(s) offer any additional discount (percent %) from list price for those eligible agencies who may implement this option. Those offering the additional discount (percent %) from list price shall do so by completing the solicitation questionnaire section entitled State of Arizona Purchasing Card (P Card) Program. Participation is optional, therefore will not be used in the State bid evaluation process.

Subcontractors

Supplemental to the Subcontractor provision in the Uniform Instructions, offerors shall include with their list of proposed subcontractors, their contact information, certifications required of them, their Minority and Women Owned Enterprise status (cite any certifications use in determining such status) as well as the subcontractor's proposed responsibilities under the offeror's proposal. If the proposed subcontractors are revised, notification must first be given to and approved by the appropriate procurement officer prior to the commencement of any work.

UL Approval

Underwriters Laboratories approval classification cards for shall be included for all products/ equipment that may be supplied under this contract.

Value In Procurement

Through the Governor's Efficiency Review initiative, Enterprise Procurement Services has established the Value in Procurement (VIP) Committee. A major initiative of the VIP Committee is to aggregate specific procurements to increase efficiency and cut costs. The VIP Committee has designated the Arizona Department of Administration agency EPS as a Strategic Contracting Center for Repair/Maintenance service under \$100,000.00. Any contracts resulting from this RFP shall become a statewide contract for use by all State agencies, and optional for cities, counties and school districts and other political subdivisions. State agencies that currently have individual contracts in place will be phased in under this contract

when their contracts expire.

Warranty

Each offer must provide a one year warranty /guarantee against defects in materials, workmanship and/or performance for all items.

Contract

Solicitation # EPS060026-A1

Special Terms and Conditions

ACCURACY OF WORK

The Contractor shall be responsible for the accuracy of the work and shall promptly make all necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the State will not relieve the Contractor of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities.

Amendments

Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the Office of the State of Arizona. Any such amendment shall specify an effective date, any increases or decreases in the amount of the contractors' compensation if applicable and entitled as an 'Amendment', and signed by the parties identified in the preceding sentence. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.

Americans With Disabilities Act of 1990

The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.

Appropriation of funds

Every payment obligation of the Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Agency at the end of the period for which funds are available. No liability shall accrue to the Agency or the State of Arizona in the event this provision is exercised, and neither the Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

Assignment

Contractor may not assign, transfer or convey any of its rights or obligations under this Contract without the written permission of the Agency.

Availability of Funds for the Next Fiscal Year

Funds are not presently available for performance under this contract beyond the current fiscal year. The State's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the State for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.

Billing

All billing notices shall include delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

Cancellation

The State reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The State will issue a written five (5) day notice of default to the Contractor for acting or failing to act as in any of the following:

The Contractor provides personnel that do not meet the requirements of the contract.

The Contractor fails to perform adequately the services required in the contract.

The Contractor attempts to impose on the State, personnel, which are of an unacceptable quality.

The Contractor fails to furnish the required product within the time stipulated in the contract.

The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the State a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within Five (5) days after receiving the notice of default, the State may cancel the contract. If the State cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State may cancel this Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

Cancellation For Possession Of Weapons On State Property

This contract may be cancelled if contractor or any subcontractors or others in the employ or under the supervision of the contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on State property. Such property includes State owned or leased office building, yards, parking lots, construction sites or State owned vehicles.

Further, if the contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by an State official to leave the State property, they are advised that failure to comply with such a request shall result in immediate cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, Criminal trespass in the third degree; classification.

Certifications

All key personnel when required shall provide evidence of their certification(s) relevant to the services provided under the contract.

CIVIL RIGHTS ASSURANCE STATEMENT

The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.

NOTE: An Assurance Statement shall be required to be signed by an individual, private organization, or institution receiving fish and wildlife conservation assistance under the following circumstances:

A. If the premises are at any time opened to the public.

B. If Hunter or Aquatic Resource Education, or any other information/education program sponsored by AGFD, is held on private property.

CIVIL RIGHTS NOTIFICATION

The State prohibits discrimination on the basis of race, color, sex, national origin, age, disability in its programs and activities. If anyone believes they have been discriminated against in any of the State programs or activities, including its employment practices, the individual may file a complaint alleging discrimination directly with the Enterprise Purchasing Services Director, 100 N. 15th Avenue, Phoenix, AZ. 85007, (602) 542-5511.

Code of Conduct

The contractor shall avoid any action that might create or result in the appearance of a) inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract; b) acted on behalf of the State without appropriate authorization; c) provided favorable or unfavorable treatment to anyone; d) made a decision on behalf of the State that exceeded its authority, could result in impartiality, or have a political consequence for the State; e) misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or, f) loss of impartiality when advising the State.

Confidential Information

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.C.R.R. R2-7-104, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in §41-2611 through §41-2616.

Confidentiality of Records

The contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained from the State or others, necessary for contract performance. The contractor shall take all reasonable steps and precautions to safeguard this

information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

Conflict of Interest

No person preparing or assisting in the preparation of specifications, plans or scopes of work shall receive any direct benefit from the utilization of those specifications, plans or scopes of work.

Contraband

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.

DEFINITION – A.R.S. § 13-2501

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

PROMOTING PRISON CONTRABAND – A.R.S. § 13-2505

1. A person, not otherwise authorized by law, commits promoting prison contraband:

A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

B. By knowingly conveying contraband to any person confined in a correctional facility; or

C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.

2. Promoting prison contraband is a Class 5 felony.

Contract

The contract between the State of Arizona and the contractor shall consist of the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by the contractor, their responses to any requests for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.

Contract Extension

The contract term is for a one (1) year period subject to additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed a total of Five years.

CONTRACT MODIFICATIONS

The State will reserve the right to modify this contract as circumstances may require without penalty to fulfill the needs of the State. The Contractor (s) will be notified prior to any changes in the contract. All contract modifications must be in writing.

Contract Problems or Changes

If at anytime during the course of the contract the Department makes the supplier aware of any problems with their products and or services, the supplier shall take immediate action to investigate the cause and to develop a solution. Non-response or an untimely response can be grounds for non-use, contract suspension, or contract cancellation

No change to this contract or any item supplied under this contract is allowed without the expressed written authorization of the Department Procurement Contract Management Specialist. The Department will be the sole authority as to how the proposed change, modification or substitutions is evaluated and whether it is turned down, accepted or accepted conditionally.

The supplier shall use the quarterly customer service visits to help prevent problems before they occur.

Contract Termination

Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract at any time without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

Termination for Default. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

Contract Type (as Needed)

The contract shall be on an as needed, if needed basis.

Defective Products

All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the vendor. All replacement products must be received by the state within seven (7) days of initial notification to the contractor.

Eligible Agencies (Statewide)

This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, Enterprise Procurement Services as required by Arizona Revised Statutes 41-2632.

EMPLOYEES

The Contractor shall provide mentally alert, physically fit, adequately trained, experienced, responsible, and qualified adult personnel to perform the required contracted services in a safe, orderly, and timely manner. The State may require that the Contractor remove from the job any employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the State.

Employees, while on duty, shall be appropriately dressed in clothing/uniform and may be required to wear an identification-patch.

Only employees of the Contractor designated with an identification patch/uniform will be allowed in the work locations during working hours. Visitors, wives, husbands, or children of the Contractor or Contractor's employees will not be allowed in the work location.

The Contractor is required to remove any litter associated with Contractor or Contractor's crew, (i.e. trash produced by employees on their break times).

EPA Energy Star Products

HB 2324, Chapter 114, A.R.S. 34–451 requires that the State of Arizona purchase Energy Star products or products certified by the Federal Energy Management Program as energy efficient for all product classifications available. If an Energy Star product or certified product is available, documentation of the Energy Star status or certification must be submitted with the offer. Failure to submit the required documentation may deem the offer as non-responsive.

Estimated Quantities (Considerable)

The state anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.

Evaluation Criteria

Evaluation criteria are listed in the relative order of importance. The awards will be made to the responsible offerors whose proposal is determined to be the most advantageous to the State based on the following criteria:

1. The demonstrated ability of the proposed Contractor to successfully perform the work.
2. Cost.
3. The satisfaction of the Contractor's references as evidenced in the fax survey on the next two pages.
4. Overall Quality of Submittal and Conformance with Requirements

Federal Immigration and Nationality Act 2

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

FEDERALLY REQUIRED TERMS

The following terms are required for federally funded project requirements. These terms may be waived for non-federally funded project requirements upon written request from the Contractor:

1.) Employment of Federal Highway Administration and State's Personnel

The Contractor shall not employ any person or persons in the employ of the Federal Highway Administration or of the State of Arizona or any of its boards, agencies, or commissions, for any work required by the terms of this Contract, without prior written permission of the Federal Highway Administration or of the State.

2.) Civil Rights

The Contractor is required to comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, Title 49, Code of Federal Regulations, Part 21 through Appendix H and Title 23, CFR 710.405(b) are made applicable by reference and are hereinafter considered part of this contract.

The Contractor is required to comply with the provisions of Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this contract.

3.) Affirmative Action

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment or services under the terms of this contract:

Include qualified small, minority and women-owned businesses on solicitation lists.

Assure that small, minority and women-owned businesses are solicited whenever they are potential sources.

When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, minority and women-owned business participation.

Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority and women-owned businesses.

4.) Energy Conservation

Contractor is required to comply with mandatory standards and policies, as applicable relating to energy efficiency which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

5.) Environmental Protection (This clause is applicable if this contract exceeds \$100,000.00.)

Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grant or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the U.S.E.P.A. Assistant Administrator Enforcement (EN-329).

6.) Subcontracts

The contractor agrees to insert in all subcontracts the clauses hereof entitled 'Civil Rights,' 'Affirmative Action' and 'Anti-Lobbying.' Contractor further agrees to insert in any subcontract exceeding \$100,000.00 the clause hereof entitled 'Environmental Protection.'

7.) Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

The Contractor agrees to require all lower tier subcontractors who have agreement exceeding \$100,000.00 to complete the Certification for Federal-aid Contracts (ECS Form 90-1) and, when appropriate, the Disclosure of Lobbying Activities (ECS Form 90-3) prior to execution of the prime Contractor's agreement with the Department. Lower tier certifications are to be maintained by the Contractor.

FIRE SUPPRESSION AND FIRE PRECAUTION REQUIREMENTS

The following fire suppression and fire precaution requirements are a part of this solicitation and any resultant contract.

Fire Suppression: All fires shall be reported to local officials as soon as possible. Even though the Contractors crew may have suppressed the fire, this report is required. The Contractor shall indicate all fire suppression activity to the appropriate person(s) within 30 minutes of the incident.

At the request of the contracting agency, the Contractor may be responsible for providing and paying for a fire suppression crew at the project work site(s). This requirement will be at the discretion of the appropriate state agency personnel.

Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

INCLUSIVE OFFEROR

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of Administrative or Billing needs. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

INDEMNITY

The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

If the Contractor is the State of Arizona, its departments, agencies, boards and commissions, then the above shall not apply.

Independent Contractor

This contract is for the contractor to provide work under a service agreement with the State and not as an employee or agent of the State. The contractor is solely and exclusively responsible, legally and financially, for wages, per diem, taxes, Social Security payments, health benefits, insurance, bonds, Workmen's Compensation costs, and any other fees or expenses the contractor may be required to pay in his/her normal course of business.

INSPECTION, ACCEPTANCE AND REWORK

The State Project Manager will conduct the following inspections:

Compliance Inspections. While work is being performed, the State shall perform periodic inspections of the project work sites, without prior notice to the Contractor, and conduct on-site meetings with the Contractor to ascertain the Contractor's compliance with contract requirements and determine if corrective rework is required.

Insurance – Standard Service Contract

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as 'Indemnitee') from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as 'Claims') for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

Products Completed Operations Aggregate \$2,000,000

Personal and Advertising Injury \$1,000,000

Blanket Contractual Liability Written and Oral \$1,000,000

Fire Legal Liability \$50,000

The policy shall be endorsed to include the following additional insured language: 'The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.'

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

AUTOMOBILE LIABILITY

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: 'The State of Arizona, its departments,

agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.'

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation Statutory Employers' Liability

Each Accident \$1,000,000

Disease Each Employee \$1,000,000

Disease Policy Limit \$1,000,000

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

UMBRELLA/EXCESS LIABILITY in the minimum amount of \$10,000,000 excess of Commercial General Liability, Automobile Liability and Employers' Liability.

The policy shall be endorsed to include the following additional insured language: 'The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.'

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

FIDELITY BOND OR CRIME INSURANCE in the minimum amount of \$2,000,000.

The bond or policy shall include coverage for third party fidelity.

The bond or policy shall include coverage for theft and mysterious disappearance.

The bond or policy shall contain no requirement for arrest and conviction.

The bond or policy shall cover loss outside the premises of the Named Insured.

PROPERTY COVERAGE to insure property under the care custody and control of the Contractor or it's this contract for full replacement value on an all risk basis.

BUILDERS RISK to insure all equipment and installations under this contract.

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (60) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name &Address) and shall be sent by certified mail, return receipt requested.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an 'A.M. Best' rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

New Equipment

All equipment, materials, parts and other components incorporated in the work or an item covered by this contract shall be new, of the latest model and of the most suitable grade for the purpose intended. Any and all work under this contract shall be performed in a skilled and workmanlike manner.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

Ownership

All deliverables and/or other products of the contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by the contractor in performance of the contract) shall be the sole, absolute and exclusive property of the State of Arizona, free from any claim or retention of right on the part of the contractor, its agents, sub-contractors, officers or employees.

Payment

The contractor shall submit to the issuing agency, after completion of the task or combination of tasks listed by the issuing agency. Each task order, a statement of charges for the work completed under that task order, in conformance with the pricing schedule of this contract, the issuing agency shall process the claim for prompt payment in accordance with the standard operating procedures of the state.

Payment Bond

The individual project manager shall determine if a Payment bond is required on a per project basis. If it is determined that a payment bond is required, the contractor shall be required to furnish a non-revocable security for the protection of all persons supplying labor and material to the contractor or any subcontractor for the performance of any work related to the specific project under this contract. Payment security shall be in the amount of %100 of the project and payable to the State of Arizona.

Performance Bond

If determined necessary for a specific project, the contractor shall be required to furnish an irrevocable security in the amount of %100 of a specific project payable to the State of Arizona, binding the contractor to provide faithful performance of the contract.

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the state within five (5) calendar days from receipt of notice of award of a specific project. If the contractor fails to execute the security document, as required, the contractor may be found in default and contract terminated by the state. In case of default, the state reserves all rights to recover as provided by law.

All performance bonds must be executed on forms substantially equivalent to SPO form 302 included with this solicitation.

PROJECT ADMINISTRATION

The State's Agency's Representative shall be designated at the time of each appraisal assignment. The State's Agency's Representative will provide general direction as necessary and be responsible for decisions pertaining to work under this contract.

Protection of Facilities and Grounds

The contractor shall provide the services contained herein in such a manner that does not result in damage to State and eligible using agency facilities, grounds, landscaping, utilities, or structures. In the event that damage does occur during the performance of this contract, the contractor shall repair or replace the damage at no cost to the State or eligible using

agency as specified.

Should the contractor fail or refuse to make proper repairs or replacements, the contractor shall be liable for the cost thereof which may be deducted from unpaid invoices or by any other means provided by law. Any and all equipment (containers) supplied by the contractor(s) for use by an eligible using agency shall remain the property of the contractor.

The State shall be under no obligation to the contractor in regards to any restoration or rehabilitation of the contractor's premise or property during the contract term or after the final contract expiration date.

Safety Standards

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

Security

Contractor's current and subsequent personnel, as well as those of their duly recognized subcontractors, shall comply with all applicable statutes, administrative regulation, policies, practices and procedures while providing supplies and/or services under the contract. Notwithstanding any additional security requirements in the Scope of Work, as deemed necessary by the State, certain personnel with access to sensitive information and/or infrastructure of the State or an Eligible Agency, shall be subject to background checks.

Serial Numbers

Should the contractor be required to install new equipment the contractor warrants that the original manufacturers' serial number has not been altered in any way. Throughout the contract term, the state reserves the right to reject any altered equipment.

Service Levels

The State requires the Contractor to guarantee initial service levels and guarantee that, over the term of the contract, service levels will improve commensurate with the improvement in the industry as a whole because of the implementation of efficiency enhancing hardware and software technology or operations management processes.

Should the Contractor fail to provide all required services or deliver all required service levels, as agreed upon by State and the Contractor, the State shall be entitled to invoke applicable remedies, including but not limited to, assessing liquidated damages from the Contractor to the State and declaring the Contractor in material breach.

Site Clean Up

Supplier shall be responsible for the removal of all materials, debris and residue resulting from the performance of the service. All work areas shall be maintained in a clean and orderly manner throughout each work day.

Social Responsibility of Offeror

Offerors are encouraged to make every effort to utilize subcontractors that are small, women owned and/or minority owned business enterprises. This could include, for example, subcontracts for creative development, media placement or printing services. Offerors who are offering to commit a portion of their work to such subcontractors shall do so by identifying the type of services and work to be performed by completing the solicitation questionnaire section entitled 'Social Responsibility of Offeror.'

Term of Contract (Sole Option)

The term of any resultant contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein. The contractor agrees that the State of Arizona shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods. In the event that the state exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period. The contractor shall agree that price percentage as stated in the original contract shall apply as initially quoted.

Usage Report

The contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage report shall be due at the end of each three month period of the contract term.

Warranty (12 Months)

All equipment supplied under this specification shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance by the state. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the contractor (including parts and labor) without cost to the state. The written warranty shall be included with the delivered products to the using entity.

Will Call/Ordering Support

The contractor(s) shall provide and maintain applicable toll-free telephone numbers and facsimile numbers for eligible agency use. Failure to maintain this service may be cause for cancellation of the contract.

WORK ORDERS

Please provide a copy of a sample work order you intend to use if awarded a contract under this solicitation.

Workmanship

The contractor agrees that all work shall be done by skilled and experienced technicians and shall be done in a first-class workman like manner in accordance with the equipment manufacturers recommended procedures.

Contract

Solicitation # EPS060026-A1

Uniform Instructions

1 Definition of Terms

As used in these Instructions, the terms listed below are defined as follows:

1.2 Contract

the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers, and any Solicitation Amendments or Contract Amendments and any terms applied by law.

1.3 Contract Amendment

a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 Contractor

any person who has a Contract with the State

1.5 Days

calendar days unless otherwise specified.

1.6 Exhibit

any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation

1.7 Offer

bid, proposal or quotation.

1.8 Offeror

a vendor who responds to a Solicitation.

1.9 Procurement Officer

the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 Solicitation

an Invitation for Bids ('IFB'), a Request for Proposals ('RFP'), or a Request for Quotations ('RFQ').

1.11 Solicitation Amendment

a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

1.12 Subcontract

means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.13 State

the State of Arizona and Department or Agency of the State that executes the Contract.

2 Inquiries

Inquiries

2.1 Duty to Examine

It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.

2.2 Solicitation Contact Person

Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

2.3 Submission of Inquiries

The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

2.4 Timeliness

Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5 No Right to Rely on Verbal Responses

An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the

solicitation.

2.6 Solicitation Amendments

The Solicitation shall only be modified by a Solicitation Amendment.

2.7 Pre-Offer Conference

If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

2.8 Persons With Disabilities

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3 Offer Preparation

Offer Preparation

3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers

Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicates otherwise.

3.2 Typed or Ink; Corrections

The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

3.3 Evidence of Intent to be Bound

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.

3.4 Exceptions to Terms and Conditions

All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected. [ALL]

ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.

3.5 Subcontracts

Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3.6 Cost of Offer Preparation

The State will not reimburse any Offeror the cost of responding to a Solicitation.

3.7 Solicitation Amendments

Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.

3.8 Federal Excise Tax

The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

3.9 Provision of Tax Identification Numbers

Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

3.10 Employee Identification

Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with

appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

3.11 Identification of Taxes in Offer

The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.

3.12 Disclosure

If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.13 Solicitation Order of Precedence

In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

3.13.1 Special Terms and Conditions;

3.13.2 Uniform Terms and Conditions;

3.13.3 Statement or Scope of Work;

3.13.4 Specifications;

3.13.5 Attachments;

3.13.6 Exhibits;

3.13.7 Special Instructions to Offerors;

3.13.8 Uniform Instructions to Offerors. 3.13.9 Other documents referenced or included in the Solicitation.

3.14 Delivery

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

4 Submission of Offer

Submission of Offer

4.1 Sealed Envelope or Package

Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

4.2 Offer Amendment or Withdrawal

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4.3 Public Record

All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

4.4 Non-collusion, Employment, and Services

By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

4.4.1 i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

4.4.2 ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

5 Evaluation

Evaluation

1. Demonstrated expertise, qualifications, and experience

2. Contractor Support

3. Cost

4. Conformance to Terms & Conditions and to Scope of Work

5.1 Unit Price Prevails

In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

5.2 Taxes

Arizona transaction privilege and use taxes shall not be considered for evaluation.

5.3 Late Offers

An Offer submitted after the exact Offer due date and time shall be rejected.

5.4 Disqualification

An Offeror (including any of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.

5.5 Offer Acceptance Period

An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred–twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred–twenty (120) days from the Best and Final Offer due date.

5.6 Waiver and Rejection Rights

Notwithstanding any other provision of the Solicitation, the State reserves the right to:

5.6.1 Waive any minor informality;

5.6.2 Reject any and all Offers or portions thereof; or

5.6.3 Cancel the Solicitation.

6 Award

Award

6.1 Number or Types of Awards

The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, 'all or none' Offers shall be rejected.

6.2 Contract Inception

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

6.3 Effective Date

The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7 Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

7.1 The name, address and telephone number of the protester;

7.2 The signature of the protester or its representative;

7.3 Identification of the purchasing agency and the Solicitation or Contract number;

7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

7.5 The form of relief requested.

8 Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

Contract

Solicitation # EPS060026-A1

Uniform Terms and Conditions

1 Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 Attachment

any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 Contract

the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3 Contract Amendment

a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 Contractor

any person who has a Contract with the State.

1.5 Days

calendar days unless otherwise specified

1.6 Exhibit

any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7 Gratuity

a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 Materials

all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 Procurement Officer

the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 Services

the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 Subcontract

any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 State

the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 State Fiscal Year

the period beginning with July 1 and ending June 30,

2 Contract Interpretation

Contract Interpretation

2.1 Arizona Law

The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 Implied Contract Terms

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;

2.3.2 Uniform Terms and Conditions;

2.3.3 Statement or Scope of Work;

2.3.4 Specifications;

2.3.5 Attachments;

2.3.6 Exhibits;

2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract Administration and Operation

Contract Administration and Operation.

3.1 Records

Under A.R.S. § 35–214 and § 35–215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other 'records' relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination

The Contractor shall comply with State Executive Order No. 99–4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit

Pursuant to ARS § 35–214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ('Intellectual Property'), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s).

Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

Costs and Payments

4.1 Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State Fiscal Year

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the Current State Fiscal Year

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract Changes

Contract Changes

5.1 Amendments

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

Risk and Liability

6.1 Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable

attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.'

6.3 Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41–621 and § 35–154, this section shall not apply.

6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term 'force majeure' means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions–intervention–acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified–return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

Warranties

7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination

7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

State's Contractual Remedies

8.1 Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or

remedy available to it.

8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

Contract Termination

9.1 Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

Contract

Solicitation # EPS060026-A1

Offer

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Tax Information

Arizona Transaction (Sales) Privilege Tax License No. 07343125H
Federal Employer Identification No. XXXXXXXXXX

Location Information

Supplier Number: 3967
Company Name: Skyline Builders & Restoration, Inc.
Address: 2401 North 24th Avenue
Phoenix, AZ 85009-1814

Signature

Name: Sally Cohill Date: 3/23/06 14:56:03
Title: President and CEO
Signature: _____

Status: Accepted

Certification

By Accepting below, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §§ 41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The bidder certifies that the above referenced organization [is] a small business with less than 100 employees or has gross revenues of \$4 million or less.

Acceptance

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. Entry not found in index. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

Award Date TBD

Contract
Solicitation # EPS060026-A1

Line Items								
LI #	CM Code # CM Code Item #	Commodity Code Description Commodity Code Item Description	Manufacturer	Pricing	Qty	%	Unit Price	Ext Price
1	0910-0006 0910-0006-9999	Carpentry Maintenance and Repair Services Generic		FP	1		\$0.10	\$0.10
3	0910-0001 0910-0001-9999	Acoustical Ceilings and Walls: Cleaning, Installation, Restoration, Maintenance and Repair (Including Panel Wall Systems) Generic		FP	1		\$0.10	\$0.10
13	0910-0051 0910-0051-9999	Masonry, Concrete, and Stucco Maintenance and Repair (Includes Inside Concrete Sawing Work) Generic		FP	1		\$0.10	\$0.10
14	0910-0052 0910-0052-9999	Maintenance Services, Building (Not Otherwise Classified) Generic		FP	1		\$0.10	\$0.10
15	0910-0053 0910-0053-9999	Metal Work Maintenance and Repair Generic		FP	1		\$0.10	\$0.10
16	0910-0045 0910-0045-9999	Lathing and Plastering Maintenance and Repair Services Generic		FP	1		\$0.10	\$0.10
17	0910-0036 0910-0036-9999	Heating, Air Conditioning, and Ventilation Maintenance and Repair Services Generic		FP	1		\$0.10	\$0.10
18	0928-0030 0928-0030-9999	Cooling System (A/C System, Hoses, Water Pump, Radiator, Heater and Accessories, etc.) Maintenance and Repair Generic		FP	1		\$0.10	\$0.10
20	0913-0084 0913-0084-9999	Maintenance and Repair, Street (Major and Residential) Generic		FP	1		\$0.10	\$0.10
21	0913-0082 0913-0082-9999	Maintenance and Repair, Sidewalk and Driveway (Including Removal) Generic		FP	1		\$0.10	\$0.10
22	0913-0081 0913-0081-9999	Maintenance and Repair, Sewer and Storm Drain (Including Removal) Generic		FP	1		\$0.10	\$0.10
23	0913-0078 0913-0078-9999	Maintenance and Repair, Pipeline (Includes Removal and Relocation) Generic		FP	1		\$0.10	\$0.10
24	0913-0075 0913-0075-9999	Maintenance and Repair, Parking Lot and Alley Generic		FP	1		\$0.10	\$0.10
27	0913-0019 0913-0019-9999	Construction, Curb and Gutter (Includes Maintenance, Repair, and Removal) Generic		FP	1		\$0.10	\$0.10
28	0910-0074 0910-0074-9999	Wallpapering Services, Includes Maintenance and Repair Generic		FP	1		\$0.10	\$0.10
29	0910-0073 0910-0073-9999	Tile and Stone (Includes Granite, Marble, and Terrazzo), Restoration, Refurbishing, Maintenance and Repair Generic		FP	1		\$0.10	\$0.10
30	0910-0066 0910-0066-9999	Roofing, Gutters, and Downspouts Maintenance and Repair Generic		FP	1		\$0.10	\$0.10
31	0910-0063 0910-0063-9999	Public Utilities: Water, Sewer and Gas Maintenance and Repair Generic		FP	1		\$0.10	\$0.10
32	0910-0054 0910-0054-9999	Painting, Maintenance and Repair Services Generic		FP	1		\$0.10	\$0.10
33	0910-0055 0910-0055-9999	Overhead Door Installation, Maintenance, and Repair Generic		FP	1		\$0.10	\$0.10

38	0941-0052 0941-0052-9999	Heating Equipment Maintenance and Repair, Steam Generic		FP	1		\$0.10	\$0.10
40	0940-0055 0940-0055-9999	Power Supply Maintenance and Repair, Electric Generic		FP	1		\$0.10	\$0.10
41	0936-0038 0936-0038-9999	Glass and Glazing Equipment Maintenance and Repair Generic		FP	1		\$0.10	\$0.10
44	0936-0014 0936-0014-9999	Buildings and Structure Maintenance and Repair (Portable, Modular, Fabricated, Pre-Fabricated, etc.) Generic		FP	1		\$0.10	\$0.10
45	0934-0064 0934-0064-9999	Plumbing Equipment and Fixtures, Maintenance and Repair Generic		FP	1		\$0.10	\$0.10



CONTRACT AMENDMENT

CONTRACT NO: EPS060026-1-A7 Page 1 of 1
Amendment Number: Ten (10)

Maintenance and Repair Contract

STATE PROCUREMENT OFFICE

Department of Administration
100 North 15th Avenue, Suite 104
Phoenix, Arizona 85007
(602) 542-9128

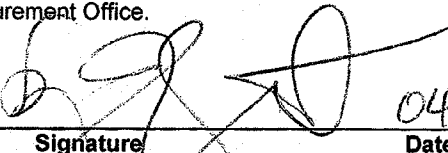
Senior Procurement Officer:
Elizabeth Casteel, CPPB
602-542-9141

In accordance with Uniform Terms and Conditions, Paragraph 5.1, the contract is hereby amended as follows:

1. Previous ProcureAZ system Change Order #5 to extend the contract through June 9, 2010 will hereafter be referred to as Contract Amendment 8.
2. Previous ProcureAZ system Change Order #6 to extend the contract through July 9, 2010 will hereafter be referred to as Contract Amendment 9.
3. In accordance with Special Terms and Conditions, Contract Extension, the contract is hereby extended through May 11, 2011.

No other changes.

Vendor hereby acknowledges receipt and understanding of the above amendment. A signed copy must be filed with State Procurement Office.


Signature _____ Date 04/16/10

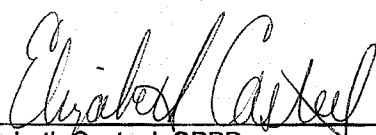
SALLY J. CAHILL
Name and Title

PRESIDENT

Skyline Builders & Restoration, Inc.

Amendment is hereby authorized

This 16th Day April, of 2010.


Elizabeth Casteel, CPPB
Senior Procurement Officer
ADOA, State Procurement Office



Scope of Work for Solicitation: General Maintenance & Repair (under \$250,000.00)

Solicitation Number: EPS 060026

Procurement Officer: Mary Hammer, CPPB

Agency: Enterprise Procurement Services

1. SPECIFICATIONS/SCOPE OF WORK

The Contractor shall supply all labor, supervision, materials, replacement parts, supplies, tools, transportation, equipment and incidentals required to provide comprehensive General Maintenance & Repair (under \$250,000.00). These services shall include, but not be limited to:

MINIMUM JOB TITLE DESCRIPTIONS / WORK REQUIREMENTS

THIS CONTRACT IS FOR BOTH COMMERCIAL AND RESIDENTIAL CONTRACTOR'S.
residential contractors are needed for residential properties owned and maintained by the Arizona Right of way services division.

The contract may include Tenant Improvement work as long as the total cost of the specific project is less than \$250,000.00. The State may determine to use this contract for tenant improvement work or may make the determination if in the best interest of the state to bid separately.

Appliance Service Technician

Installs, services and repairs all types of large and small appliances such as ranges, refrigerators, dishwashing machines, microwaves, flat top grills, slicing machines, toasters, ice cream machines, steam tables, coffee and tea makers, soda fountains, kitchen exhaust hoods (vents) and other commercial /residential (gas and/or) electrical appliances, using hand tools, test equipment and following wiring diagrams and manufacturer's specifications.

This will include on-going maintenance (Preventative Maintenance) and also industrial and household type equipment. And maintenance/repair of Kitchen Hoods.

Carpenter

Carpenters possess skills and perform work which is basic to most building construction. They erect wood and steel framework in buildings; build forms for concrete; and erect partitions, studs, joints, drywalls, and rafters. Install all types of floor coverings, ceilings, paneling, trim, and interior systems. They must be very skillful as "finish" work is visible and often involves expensive materials. Construct docks, work with large timbers, and drive piles to support the foundations of buildings and bridges. Another branch of the trade, called millwrights, installs heavy machinery in industrial plants and turbine generators in power plants. They work from blueprints and working drawings to determine materials required for installation.



Concrete Worker (Cement Mason)

Concrete workers place, spread, compact, finish and cure concrete for buildings, roads, tunnels, bridges and marine structures, using hand tools, vibrators, pumps, trowelling machinery and other power tools.

Concrete workers may perform the following tasks:

- mix cement, gravel, sand and water, etc., to manufacture concrete on site
- move concrete into position by means of a concrete pump
- place concrete into the formwork (usually temporary wood or steel moulds), making sure that it is spread and leveled, then compacted using vibrators
- operate paving and trowelling machines to float, trowel and polish the concrete surface
- create different surface textures by tamping, smoothing and shaping the concrete surface with a variety of hand tools
- cut joints into hardened concrete
- mix and apply pigments when a colored surface is required
- powered or manual wheel barrows are also used
- dig foundation trenches if working on small commercial projects

Electrician

Electricians lay out, install, and test electrical service and electrical wire systems used to provide heat, light, power, air conditioning, and refrigeration in homes, office building, factories, hospitals, and schools. They also install conduit and other materials, and connect electrical machinery, equipment, and controls and transmission systems. They work from blueprints and working drawings to determine materials required for installation.

Garage Door Technician

Maintains current knowledge of safe installation and operation of garage doors, springs, and openers in compliance with applicable codes. Work may include, but not be limited to maintenance and repair of garage door openers.

General Laborer

General Laborers range from unskilled to semi-skilled workers whose duties include but are not limited to handling the materials of bricklayers, cement masons, and carpenters. A laborer must know how to work with his/her hands and with power tools run by gasoline, electricity, and compressed air. They may work with pavement breakers, reamers, pumps, compressors, lasers, and vibrators. Laborers, place and vibrate concrete, landscape, install pipe, and do a variety of other jobs.

General Maintenance Worker

Performs general maintenance and repair of buildings requiring practical skill and knowledge (not journeyman level) in such trades as painting, carpentry, plumbing, masonry, and electrical work. Work involves a variety of duties, including but not limited to:

- Replacing electrical receptacles, wires, switches, fixtures, motors, lamps & ballast;
- Using plaster or compound to patch minor holes and cracks in walls and ceilings;
- Repairing or replacing sinks and toilets;
- Painting structures;
- Repairing or replacing concrete floors, steps, and walkways;
- Replacing damaged wall and floor coverings;
- Hanging doors and installing door locks;
- Replacing broken windows, screens and mirrors;



- Repairing or replacing fencing and gates;
- Minor roof repair, but not roof replacement

Glazier

Performs glass services requiring proficient skills in safe repair and replacement of window glass and mirrors in commercial properties.

HVAC Technician

Installs, services and repairs environmental-control systems in commercial establishments, utilizing knowledge of refrigeration theory, pipefitting and structural layout. Replaces defective breaker controls, thermostats, switches, fuses and electrical wiring to repair installed units. Work may include, but not be limited to, maintenance and repair of heating and cooling systems, and ductwork.

Painter and Paper Hanger

Performs duties requiring proficiency in the trade to paint walls, woodwork, and fixtures. Work may include but not be limited to painting of various surfaces as required to present a well-maintained appearance. Work may be interior or exterior.

Painting includes the preparation of surfaces and the application of paint, varnish, enamel, lacquer, and similar materials to wood, metal, or masonry buildings. Painters may apply the paint with a brush, a spray gun, or a roller. They also mix pigments, oils, and other ingredients to obtain the required color and consistency.

Paperhangers must prepare surfaces, measure the surface, cut the wallpaper to size, paste, position and match designs, and work the air bubbles out to leave a smooth surface.

Plasterer

Plasterers finish interior walls and ceilings with plaster materials, apply durable cement plasters, polymer-based acrylic finishes, and stucco to exterior surfaces. When working with interior surfaces such as cinder block and concrete, they first apply a brown coat that provides a base, and then a second or finish (white) coat, which is a lime-based plaster. A primary base or scratch coat is necessary when plastering over a wire mesh (metal lath). For the finish coat, plasterers prepare a mixture of lime, portland cement, and water. This is quickly and carefully applied to the brown coat with a special tool known as hawk, a trowel, or a brush and water. It dries rapidly into a smooth durable finish. Modern drywall and wallboard surfaces may require only a single finish coat of plaster material. For exterior work, plasterers apply a mixture of portland cement and sand (stucco) over concrete, masonry, or lath. Small stones are sometimes added to the mixture to create a decorative finish.

Plumber

Plumbers are skilled craftsmen who install, repair and alter pipe systems that carry gases, water and other liquids required for sanitation, storm water, industrial production, Replace ejector pumps and other uses. They install plumbing fixtures, appliances, bathtubs, basins, sinks, showers, and grease line systems. They work from blueprints and working drawings to determine materials required for installation. They cut and thread pipe. Work may include all aspects of general Maintenance and repair of commercial properties. Work may be interior or exterior.



Pipefitter/Steamfitter

Pipefitters must work from blueprints to determine the types and placement location of piping, valves, and fixtures to be installed. Pipefitters assemble, install, and maintain pipes to carry liquids, steam, compressed air, gases, and fluids needed for processing, manufacturing, heating, and cooling. They must be able to change and repair pipe systems and do all types of pipe welding. They measure, cut, bend, and thread pipes, joining sections together as necessary using elbows, "T" joints, or other couplings. Pipefitters install and repair high-pressure pipe systems, especially in industrial and commercial establishments. After a pipe system is installed, pipefitters check for leaks by forcing liquid steam or air through it under pressure.

Roofer

Roofers apply built-up composition roofing and many other materials such as tile, slate, composition shingles, metals, various types of plastic materials, and other surfaces. Roofers also remove old materials in preparation for new or repair/replacement of roofing material.

Sheet Metal Worker

The sheet metal worker works from sketches, blueprints, or verbal instructions necessary to make products, and then installs a wide variety of articles made from sheets of steel, aluminum, copper, and other materials. They apply shop mathematics to lay out the work to be performed. They build the heating, air conditioning, ventilation, and exhaust system ducts in commercial building.

Fire Sprinkler and Fire Alarm Systems

Fire Sprinkler Technician -Dry Chemical and Wet (water) – Generally this position would repair or replace damaged or nonfunctioning sprinkler heads, properly size and install new heads and feeder lines using appropriate materials and fittings, relocate existing heads to meet city, state, and national building codes. Required to be versed in current codes for head and pipe size, coverage requirements, head types, ability to read detailed drawings and specifications, and create drawings appropriate for submittal for permits.

Fire suppression and Ansul Repair and Maint.

Fire systems testing/inspections (please list specific types)

Fire Alarm Technician

Generally this position would repair or replace damaged or nonfunctional devices, or install new alarm devices. Install new fire annunciator panels, program panels, and have knowledge of the major manufacturer requirements or recommendations. Be versed in current codes for location, size, sound and type of devices for commercial and industrial applications. Have ability to read and interpret detailed drawings and specifications. Have ability to create drawings appropriate for submittal for permits.

Security Systems

Programs and repairs security systems. This category is for the repair/maintenance of existing security systems that are not currently under any contract. No new Security Systems or new equipment installations can be provided under this contract.



Welder

Welder must weld aluminum, steel and steel fabrication. The welder must perform portable, on-site repairs. The welder must be able to weld ladders, platforms, fences, gates, etc.

Asphalt Repair

Asphalt removal and replacement (R&R)

Crack Repair

Pothole Patching and Repair

Power Cleaning

Sealcoating:

Striping

Cold patch

Hot mix asphalt

Asphalt Overlays

Accoustical ceiling

Installation of new or repair of **existing** accoustical ceiling.

Fencing & Gates Repair Chain-link

Repairs, installs chain-link fencing and gates. Also repairs automatic closings of chain-link gates.

Pump Repair

Furnish all labor, materials, equipment, services, and supervision and perform all work necessary for equipment maintenance, repair, and/or replacement, including but not llimited to pumps and pump related equipment, on an as required basis at Arizona State Parks throughout the State Of Arizona and all other agencies as defined within this agreement..

Boiler Repair

Must be certified and comply with the rules of the State Boiler Inspector. Install, repair pumps, electronic control devices, safety valves, re-tube, repair make-up water tank.

Fence:

To include both commercial and residential, metal and wood.

Cabinetry

Cabinet installation/ Repair

Handicap Auto/Motorized Door-All Brands

Metal Framing



Fire and/or Water Damage Restoration Services

Parking Garage Gates (arms, card readers, etc.) -All Brands

RESPONSE TIME

Due to the nature of any State facilities, any Contractor receiving an award under this contract shall be available to the State for required General Maintenance & Repair services 365 days per year, 24 hours per day.

Regular Service: shall be work **performed** between 8:00 AM to 5:00 PM (eight hour business day), Monday through Friday, excluding State holidays.

Emergency, After Hours & Saturday: shall be work **performed** after 5:00 PM and before 8:00 AM the next morning and Saturday work.

Sunday & Holidays: shall be work **performed** during Sundays or during any State Holiday.

On site response time to all regular service work to provide a quotation, shall be within forty-eight hours after request from the State, with the exception of an emergency, after hours, Saturday, Sunday and Holiday request shall have a two-hour response time. Once an individual project has been awarded to a Contractor under this contract, the Contractor shall be prepared to begin work within twenty-four hours after receipt of Purchase Order, or later should it be deemed necessary by the State. Should the Contractor fail to meet these response timelines, the procurement office has the right to cancel the individual contract with the specific non-responsive Contractor without penalty to the State.

Quotations received for any project are not considered billable expenses, and shall not be reimbursed.

The Contractor shall provide a twenty-four hour toll free telecommunication service to allow the State's representatives access to their staff as required to meet the requirements of this proposal.

PROJECT WORK

Project work shall mean maintenance and/or repair work or tenant improvement projects performed under a contract. Contractors assigned to this contract shall be requested to provide a written quotation for a specific scope of work, and shall submit a project quote for such project work within forty-eight hours (during normal business hours) after request is received from the State. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes.

The project quote must contain. The contract number, Name and address of site; a complete list of parts to be utilized, listed in detail by description; detailed description of parts, quantity of parts required, individual cost for each part, including total, total labor project cost to be broken down by trade, hours for each trade, hourly cost per trade, and total dollar cost. The project offer shall be all-inclusive, that is any cost overrides to be absorbed by the Contractor.

Contractor shall be responsible for supplying all materials, labor and equipment necessary in the repair or maintenance. Exceptions are, if in the best interest of the State, to utilize its own commodity contracts to source said supplies.

Replacement parts shall be new, like kind and quality and with minimum warranty of ninety days, unless longer warranties are available from manufacturers. All labor for repairs shall have a ninety-day warranty.

All maintenance and repair services provided to the State shall follow rules and regulations in accordance with requirements of governing Code's and the States Design Standards. If required by a specific agency for a specific project, all work by Contractor shall be subject to inspection and approval by requesting State agency and or it's inspectors.



The Contractor shall recommend to the State when a unit and/or parts replacement is necessary, when in the Contractor's opinion, the repair cost exceeds the value of the unit or part and it would be in the best interest of the State to replace this unit or part. The Contractor's recommendation shall include both the cost and the labor to replace the part or unit. It will be up to the State to make the final determination whether to repair or replace.

Unless receiving prior approval from the State, the Contractor shall complete the project within the time agreed. Should the Contractor fail to complete the project within the time agreed upon, the State reserves the right to hire another Contractor, all charges for material, labor, equipment, etc., shall be incurred by the initial Contractor.

The Contractor shall ensure all trash generated by work performed (either repairs, retrofitting, or new installation) shall be removed from the site. Additionally, the Contractor will ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the job. If an inspection reveals that the Contractor fails to clean up after work has been performed the State will notify the Contractor of the discrepancy and the Contractor will have twenty-four hours to make the needed correction. Should the Contractor still fail to clean the area, the State reserves the right to make other arrangements to have the area cleaned and shall deduct the cost from the Contractor's invoicing.

SITE VISITATION

All Contractors are required to examine carefully any job sites that require General Maintenance & Repair and satisfy themselves as to the man-hours and conditions to be encountered in performing the work. Submission of a quote/work order is prima facie evidence that the Contractor has examined the work site, drawings, specifications, and amendments as applicable per job. The Contractor understands all work and contract requirements and is aware of all conditions that might impact work performance.

BILLABLE WORK HOURS

Billable work hours are defined as being at the location site, performing the work as defined within this solicitation. **Providing Quotes for Projects, travel to and/or from the location site, lunch or breaks, shall not be considered working hours.**

WORK LOCATIONS

Work may be requested at all State owned and/or occupied locations. No travel fees shall be allowed.

LICENSES, & CERTIFICATIONS, FEES

Contractor shall at their expense, possess and retain in force without any violations, complaints, or suspensions prior to or during the term of this contract, all licenses, and certifications, or fees and comply with all federal, state and local laws, statutes, ordinances, rules, and regulations and the acts, codes, orders, and decrees of any administrative bodies, councils, or tribunals in any manner affecting the performance of the solicited services herein. It is the Contractors responsibility to determine which licenses (if any) are required for each specific service stated within this solicitation document. All submitted licenses will be verified with the Arizona Registrar of Contractors to verify compliance. Should a Contractor's license fail to meet the licensing requirements as stated within this solicitation document, their offer may be deemed non-responsive.

HAZARDOUS SUBSTANCE

Notification to Owner: Contractor shall notify the Owner's Representative immediately upon occurrence of any of the following:



- (i) any discovery by Contractor or any Subcontractor of any Hazardous Substance in any existing structure, facility or equipment on Owner's property.
- (ii) any Release of any Hazardous Substance on Owner's property in connection with the Work;
- (iii) the creation or generation of any Hazardous Waste resulting from the construction Work (including, without limitation, Hazardous Waste arising from the removal of, demolition of, modification of, or addition to any existing structure, facility or equipment);
- (iv) the need for any remediation or removal of any Hazardous Substance or Hazardous Waste relating to the Work whether relating to a pre-existing condition on Owner's property or to acts or omissions of Contractor or any Subcontractor; or
- (v) any claim, demand, inquiry, investigation, litigation or other action or proceeding by any governmental authority or other person relating to any Hazardous Substance, Hazardous Waste, Environmental Law or OSHA relating to the construction work.

Except for immediate action to contain any Release of any Hazardous Substance and except for interim handling and storage of Project Hazardous Waste, Contractor shall not take any action as to any matter in (i), (ii), (iii), (iv) or (v) without the prior written approval of Owner and Owner shall have the right to elect to control and carry out any such action or matter.

Should the Contractor or Subcontractor ignore any hazardous or suspicious materials and continue the project. The Contractor shall be legally liable for all costs of remediation and any associated fines, including legal fees and shall hold the State harmless.

"Hazardous Substance" means any of the following:

- (i) any petroleum, oil, gasoline, kerosene, other petroleum product, flammable substance, volatile organic compound, volatile solvent, explosive, asbestos, polychlorinated biphenyl, dioxin, toxic herbicide or pesticide, radioactive material, radon gas and materials containing formaldehyde;
- (ii) any material, substance or waste now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "extremely hazardous substances," "restricted hazardous wastes," "toxic substances," "regulated substances," "solid wastes," "pollutant," or "contaminant" or words of similar import in any Environmental Law;
- (iii) any other material, substance or waste now or hereafter classified or regulated as "hazardous" or "toxic" under any Environmental Law;
- (iv) any material, substance or waste now or hereafter listed in the United States Department of Transportation Table (49 CFR 172.101) or classified by the United States Environmental Protection Agency as "hazardous" (40 CFR Part 302) or in any successor or replacement tables or classifications as in effect from time to time; and
- (v) any Hazardous Waste.

"Hazardous Waste" means "hazardous waste", as defined in the Resource Conservation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time (including, without limitation, any such waste resulting from removal of, demolition of, modifications of or additions to part or all of any existing structure, facility or equipment).

"Contractor Hazardous Waste" means any Hazardous Waste arising during or from the Work that is generated by the acts or omissions of Contractor or a Subcontractor (including, without limitation, a Contractor Release) and that is not Owner Hazardous Waste.



“Owner Hazardous Waste” means Hazardous Waste (i) that consists of Hazardous Substances in any existing structure, facility or equipment on Owner’s property or otherwise present on Owner’s property at commencement of the Work, and (ii) that has become Hazardous Waste due to any part of the construction Work. However, Owner Hazardous Waste does not include any Hazardous Substance that has become a Hazardous Waste due to any Contractor Release.

“Project Hazardous Waste” means any Hazardous Waste arising on Owner’s property from the construction Work (including, without limitation, Contractor Hazardous Waste and Owner Hazardous Waste), regardless of:

- (a) whether generated by the acts or omissions of Owner, Contractor or a Subcontractor;
- (b) whether it consists of Hazardous Substances that were on or in Owner’s property at commencement of the construction Work and that have become Hazardous Waste in the course of the construction Work; and
- (c) whether it consists of Hazardous Substances that are brought on to Owner’s property for or during the construction Work by Contractor or a Subcontractor and that have become Hazardous Waste in the course of the construction Work.

CONTRACTOR’S RESPONSIBILITIES

Contractor’s firm must be in the General Maintenance & Repair services business a minimum three (3) consecutive years and completely familiar with the specified requirements and methods needed for proper performance of this contract. Proof of these requirements must accompany offer (i.e. reference, licenses etc).

All work performed by the Contractor shall be to a professional standard, complying with the requirements of the applicable edition of the Uniform Building Code, State, Local and approved Design Standards.

Contractor shall be licensed by the State of Arizona, Registrar of Contractors (if applicable), copies of licenses shall accompany offer.

All work performed by Contractor shall be to a professional standard, performed in a neat and workmanship manner, meeting all required municipal building codes, and susceptible to States staff inspection and approval.

The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.

The Contractor shall make necessary repairs in such a manner that does not damage State’s property. In the event, damage occurs to State’s property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the State. If damage caused by the Contractor has to be repaired or replaced by the State, the cost of such work shall be deducted from the monies due the Contractor.

CONTRACTOR’S EMPLOYEES

The State shall require that the Contractor remove from the job, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interests of the State.

No visitors, or relatives, of the Contractor's employees will be allowed in the work area unless they are bona fide employees of the Contractor.



Employees, and other individuals, are prohibited from having illegal drugs, alcohol, firearms or weapons in their possession while on duty or performing the contracted services as stated herein.

IDENTIFICATION

All employees shall wear either an identification badge or a uniform with Contractor's name to identify themselves to the Department's representative and/or tenants.

STATES RESPONSIBILITY:

The State shall perform periodic inspections to ensure compliance with contract requirements.

The State shall decide all questions that may arise as to the acceptability of any work performed under the contract.

The State shall notify the Contractor, verbally and in writing, of any deficiencies found within the contract limits. If deficiencies are noted, a copy of said deficiency shall be reported in writing and furnished to the Contractor and to the Enterprise Purchasing Services.

The State shall immediately suspend the Contractor's operations when work performance is observed in violation of safety rules, regulations or practices. Violation of safety rules, regulations or practices may be considered grounds for immediate termination of the contract without penalty to the State.

The State reserves the right to inspect equipment at any time and require the replacement of any that does not meet minimum serviceability standards. Equipment, machinery, component or system failures that affect the safe operation of any equipment shall be corrected prior to using the equipment.

INSURANCE/PAYMENT AND PERFORMANCE BONDS (PER PROJECT BASIS):

The State shall be responsible to collection the applicable insurance prior to commencement of any project under this contract. Should it be deemed in the best interest of the State, the department also has the right to request payment and/or performance bonds.

State Procurement
Office
100 N. 15th Ave., Ste 104
Phoenix, AZ 85007

Date Received:
4/20/11

Procurement Determination: Competition Impracticable

Sections 1 through 3 MUST be completed
Use Attachments as Necessary

1.

Agency: Arizona Department of Administration, State Procurement Office

Name: Elizabeth Casteel, CPPB

Title: Sr. Procurement Specialist

Phone: 602-542-9141

Fax: 602-542-5508

Subject Materials or Services: Extension of contract set EPS060026, Statewide Maintenance and Repair contracts

Estimated Cost: Unknown

2. Provide full description of materials or services:

Statewide Maintenance and Repair contracts through June 30, 2011

3. Provide justification:

Contract set EPS060026 will have reached its 5-year contract limit on May 11, 2011. The initial plan had been to have Job Order Contracts (JOC) in place by the time contract set EPS060026 expired. Solicitation# ADSP011-00000472, Statewide General Contractor JOC, was issued on March 7, 2011 and the Mechanical / Electrical JOC was issued on March 9, 2011. While evaluation of offers for the Mechanical / Electrical JOC continues, the General Contractor JOC solicitation had to be canceled on April 19, 2011. The State is planning to re-issue it by the end of the month.

While the General Contractor JOC contracts may not be in place until the end of July, the Mechanical / Electrical JOC contracts should be in place by mid- to end of June. The State is seeking approval to extend the EPS060026 contract set through June 30, 2011 to ensure General Contractor contract coverage through the end of the fiscal year.

Note: In accordance with the Procurement Rules, the Arizona Uniform Terms and Conditions must be made a part of all contracts. If you will be required to sign a software licensing agreement or sign any other agreement containing terms and conditions, which will be made part of the final contract, you must receive prior approval from the Office of the Attorney General.

Approval of this request does not allow for agencies to exceed their dollar acquisition amount of delegated authority.

Procurement Authority

APPROVAL

- ☒ Request Authorized Pursuant to: R2-7-E303
☐ Request Denied:
☐ Request Returned for Additional Information:
☐ See Comments:

Approved by:

Signature: 

Title: 

Date: 4/19/11

AGENCY NOTICE: This is your official written determination in response to your procurement authorization request. The original request shall be maintained in the State Procurement Office.

cc: Agency File

Change Order 4	Emailed to sally@azsbr.com at 12/10/2009 09:35:25 AM	
Change Order 3	Emailed to sally@azsbr.com at 12/09/2009 03:28:39 PM	12/09/2009 04:06:29 PM
Change Order 5	Emailed to sally@azsbr.com at 01/07/2010 02:05:24 PM	
Change Order 6	Emailed to sally@azsbr.com at 01/07/2010 02:21:36 PM	01/22/2010 04:53:01 PM
Change Order 7	Emailed to sally@azsbr.com at 04/16/2010 02:07:31 PM	04/16/2010 04:06:33 PM
Change Order 8	Emailed to sally@azsbr.com at 04/21/2011 12:08:50 PM	04/21/2011 04:37:24 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
9000003967	18605740650	SKYLINE BUILDERS AND RESTORATION INC	Email	Active

Master Blanket/Contract Controls**Master Blanket/Contract Begin Date:**

01/10/2009

Master Blanket/Contract End Date:

06/30/2011

Cooperative Purchasing Allowed:

Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$4,739.75	\$0.00

Item Information

1-5 of 46
 1 2 3 4 5 6 7 8 9 10

Print Sequence # 1.0, Item # 1: Appliance Repair Only (Parts: None; Pricing: No Award)

3PCA - Canceled

NIGP Code: 045-06

Appliances, Small, Electric (Not Otherwise Classified)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	Item Canceled

Manufacturer:

Brand:

Model:

Make:

Packaging:

Project No.:

Building Code:

Cost Code:

Print Sequence # 1.0, Item # 46:

WHERE THE CONTRACTOR REQUIRES A LICENSE OR LICENSES TO PERFORM THE WORK UNDER THIS CONTRACT, USERS OF THIS CONTRACT ARE ADVISED TO VERIFY THE CURRENT STATUS OF THE CONTRACTOR'S LICENSE(S) -- BEFORE PROCEEDING -- BY EITHER (1) VISITING THE STATE OF ARIZONA REGISTRAR OF CONTRACTORS (ROC) WEBSITE AT <http://www.azroc.gov/clsc/AZROCLicenseQuery>, OR (2) CALLING THE ROC AT THE TELEPHONE NUMBER(S) PROVIDED THROUGH THE ROC WEBSITE AT http://www.azroc.gov/contacts_menu.html. Other information regarding the full details of the applicable Class of license may be viewed at ROC web page for "Contractor's License Classifications (http://www.azroc.gov/l_class.html).

3PS

Sent

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
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This item is narrative